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The Solicitors' Journal and Reporter.

LONDON, JULY 21, 1888.

CURRENT TOPICS.

MR. JACKSON and Mr. ROLT will be the Chancery Registrars in Vacation for the year beginning 13th August next.

IT IS ANNOUNCED that on Monday next, the 23rd inst., Mr. Justice KEEWICH will not sit for the trial of actions, but will take a list of summonses for Mr. Justice STIRLING. On that day Mr. Justice STIRLING himself will also sit in chambers according to his usual practice.

THE LAND CHARGES Registration and Searches Bill, after having, as we announced a fortnight ago, passed through the Select Committee of the House of Lords on the Land Transfer Bill, was, on the 13th inst., recommitted to the same Select Committee. We understand that the Committee have now ordered the Bill to be reported to the House.

THE COURT OF APPEAL No. 2, having nearly completed the hearing of Queen's Bench interlocutory applications, has resumed the hearing of Chancery final appeals. The assistance rendered to Court of Appeal No. 1 has been of great value, seeing that that court has still a long list to dispose of, and is now hearing appeals set down so long ago as January last.

THE TEMPERATE and dignified judgment of Court of Appeal No. 1 in *Rooke v. Czarnikow and Bidder* (*ante*, p. 607), on which we commented last week, was speedily followed by the virtual capitulation of the Lord Chief Justice. He found himself in a position not unlike the proverbial extreme of difficulty—he was between the Court of Appeal and injustice to the suitor; and in sacrificing his strong personal feelings for the sake of justice, he followed the best traditions of the bench. One could have wished, indeed, that there had been less of the "growling, grudging agreement," and especially that the personal reference to the learned president of the higher court had been omitted. But, alas, judges are but men; petulant wrath is apparently not now deemed unbecoming in the judgment seat, and Lord BACON's injunction to Mr. Justice HUTTON to "let his speech be with gravity, as one of the sages of the law, and not be talkative, nor with impertinent flying out," must be taken to be no longer law (see certain decisions on the solicitor-baiting order, *passim*).

COMPARING THE "Members of Parliament (Charges and Allegations) Bill" with the Sheffield Rattening Commission Act (30 Vict. c. 8), and the Metropolitan Board (Commission) Act (51 Vict. c. 6), from which many of the provision are taken almost *verbatim*, we find one or two notable variations. There is no provision in the new Bill, as there was in the Sheffield Bill, that the inquiry shall be conducted in public. It may, perhaps, be assumed that this

course will be followed, but it would seem to be desirable that it should be expressly enjoined. Again, there is no provision for the allowance, by certificate of the commissioners, of the expenses of witnesses summoned by them to give evidence. It is conceivable that the commissioners may desire to summon witnesses not summoned by any party. The new Bill differs from the Sheffield Act in the three persons appointed commissioners being named, but no provision is made for the appointment of a substitute in case of the death or incapacity of any one of the commissioners named. Suppose that one of them were to die immediately before the inquiry was completed, all the expense and trouble would be thrown away, and a new Act would have to be passed. Again, there is no provision that the commissioners may regulate the times of their sittings: is it clear that the general provision that "the commissioners shall have all such powers, rights, and privileges as are vested in her Majesty's High Court of Justice, or in any judge thereof, on the occasion of any action," will enable them to sit during the Long Vacation, when, under the Rules of the Supreme Court, only two Vacation Judges can sit? Perhaps it is considered that the early part of October would be too early for the commencement of the inquiry, but it will be obviously convenient that three judges should not be withdrawn from the courts during the sittings.

WE HAVE several times remarked on a practice, savouring of intellectual cowardice, adopted by Court of Appeal No. 2. The judges of that court, since the deaths of the late Master of the Rolls and Lord Justice JAMES, have habitually refrained from intimating an opinion upon any point except the particular one upon which they base their decision, however useful such an intimation might be for the guidance of practitioners or the saving of further litigation. In too many cases they have also shrunk from enunciating a principle, preferring to rest their judgments on "the facts of this particular case." A better illustration of the result of the former practice could hardly be afforded than the course of events in the *Middlesex Registry case*. The oath to the memorial in that case was taken before a gentleman who described himself as "a commissioner to administer oaths in the Supreme Court of Judicature in England and a London commissioner to administer oaths in chancery, appointed under section 2 of 16 & 17 Vict. c. 78." The opportunity for putting in force the judicial Statute of Limitations was irresistible. Why should the court decide two points when one was sufficient? Accordingly, in delivering judgment (*ante*, p. 593), Lord Justice COTTON said: "What we have really to consider is this: what is the position of the gentleman before whom this oath has been taken, who was appointed under the Act 16 & 17 Vict. c. 78? I say we must look to that Act, and to that alone, because I cannot see that we are called upon to decide what will be the effect if an oath was taken before one of the persons acting under the [Judicature] Act of 1873." The decision, therefore, was only that a London commissioner to administer oaths could take the oath to a memorial; the question whether a commissioner to administer oaths in the Supreme Court, appointed under the Judicature Act, can take the oath, was expressly left undecided. Now, of course, the London commissioners will in a generation become extinct, and persons wishing to swear memorials may even now have some difficulty in finding out who is a London commissioner; the decision, therefore, on the only really material point raised, is by no means disastrous to the registry, and Lord TRURO's advisers have deemed it prudent to abandon the appeal to the House of Lords, and to accept the ruling of the Court of Appeal; but they have given notice that the registry will refuse to accept affidavits taken before commissioners who have only been appointed under the Judicature Act. It is possible, therefore, that the refusal of the Court of Appeal to consider the question of the position of these latter commissioners may entail further expensive and protracted litigation, unless, indeed, Parliament could be induced to add a short clause to the Solicitors Bill, conferring in unmistakable terms the power required upon the commissioners to administer oaths. But that, we suppose, would be denounced as confiscation.

THE UNIFORMITY which has characterized all the decisions in *Kelly v. Kellond*, from Judge STONOR's decision in the county court

to the House of Lords, bears witness to the soundness of the test laid down by the full Court of Appeal in *Ex parte Stanford* (34 W. R. 507, 17 Q. B. D. 259). Previously to that it had been held in *Roberts v. Roberts* (32 W. R. 605, 13 Q. B. D. 794) that a grant of after-acquired property did not invalidate the bill of sale, but that it was still good with regard to the grant of existing property. Had this method of ascertaining the validity of such documents been continued, we should have had a long series of decisions settling exactly what particular words could or could not be safely included, but probably no general principle would have been apparent. At this point, however, the Court of Appeal intervened with the very clear and reasonable test above referred to. "Whatever form the bill of sale takes, the form adopted by it, in order to be valid, must produce, not merely the like effect, but the same effect—that is to say, the legal effect, the whole legal effect, and nothing but the legal effect—which it would produce if cast in the exact mould in the schedule." In applying this to *Kelly v. Kellond* there could be no doubt about the result. The inclusion of after-acquired property obviously gives the bill of sale a different legal effect from what it would have according to the scheduled form, which purports to grant only the property specifically described in the schedule. But while the decision of the House of Lords is only what might have been expected, it at any rate confirms the rule in *Ex parte Stanford*, and incidentally it may have an important further effect. Undoubtedly the Bills of Sale Act, 1882, intends to make void all grants of after-acquired property, but only as against persons other than the grantor. The liability of the grantor is expressly saved by sections 4 and 5. How, then, is this liability in the grantor to be created, if no grant of after-acquired property can be made in the bill? The solution probably lies in a suggestion thrown out by the Lord Chancellor with regard to substituted trade-machinery. By section 6, sub-section (2), a valid grant may be made of this—valid, that is, as against all persons—and, as it is no longer permissible to place it in the body of the bill, it ought to be added to the specific description given in the schedule. But why not extend this further? In *Roberts v. Roberts* it was pointed out by LINCOLN, L.J., that it must be possible to include after-acquired property, or section 4, which enables it to be granted as against the grantor, would be defeated. To reconcile this with the rule in *Ex parte Stanford*, it seems only necessary to mention after-acquired property, like substituted trade-machinery, in the schedule instead of in the body of the bill. It would be unwise, however, to attach too much certainty to any proposal as to the form of a bill of sale.

THE REPORT of the Council of the Incorporated Law Society contains a form of investment clause which is stated to have been recently authorized in chambers for insertion in a settlement made by the court, and which affords some useful hints in framing these clauses. The power to invest on real securities in England or Wales is supplemented by including "the security of a term of sixty years or upwards unexpired, and not liable to be determined under a proviso for re-entry"; and by a power for the trustees "to make or consent to any stipulation that the money so lent may remain for a certain time, not exceeding seven years, on such security, so, nevertheless, the interest of such money shall be paid punctually by equal quarterly or half-yearly payments, or within one calendar month after such quarterly or half-yearly payments shall become due." It seems that so long ago as 1857 Sir JOHN ROMILLY, M.R., sanctioned the insertion in a trust mortgage of a proviso that the mortgage money should not be called in for five years (*Re Settlement of Allies*, Lewin on Trusts, p. 329 note (e)), but this learned judge subsequently, in *Vickery v. Evans* (33 Beav. 376), furnished the authority on which it has been considered that contracts in trust mortgages that the mortgage money shall not be called in for a specified number of years may involve the trustee mortgagees in difficulty. The range of securities in the investment clause above referred to is fairly extensive. It includes, in addition to those mentioned in the ordinary strict investment clause, the stocks or securities of the government of any British colony or dependency; the debentures or preference stocks or shares, not only of any railway, but also of any gas or water company in Great Britain incorporated by special Act, "and, as regards preference stocks or

shares, whether the dividends shall be contingent on the profits of each separate year or not"; the debentures, stocks, or shares of any railway company in India, the interest or dividends whereon shall at the time of investment be guaranteed by the Government of India "for the time being" [what is the meaning of these latter words?], and the securities of "any municipal corporation of [sic] Great Britain." We are glad to learn that the Council of the Incorporated Law Society have drawn the attention of the Lord Chancellor to the question whether investments authorized by judges in settlements made under the direction of the court might not be authorized for the investment of funds under the control of the Chancery Division.

WE REPORT elsewhere an interesting decision by the judge of the Gainsborough County Court on the Agricultural Holdings Act, 1883. Section 54 defines the scope of that Act, providing that nothing in it "shall apply to a holding that is not either wholly agricultural or wholly pastoral, or in part agricultural, and as to the residue, pastoral"; or cultivated as a market garden, or let to the tenant during his continuance in the employment of the landlord. Upon this section, therefore, depends the question whether (in the absence of express agreement) a notice to quit must be a half-year's notice or a year's notice. In the case in question pasture land was let together with a house and shop, situate about half a mile distant from the land, at an entire rent; the tenant having been in possession of the house and shop before the land was let to him, and having, since the land was let to him, continued to carry on business at the shop. The landlady gave the tenant a half-year's notice to quit, but the tenant contended that, by virtue of section 33 of the Act, he was entitled to a year's notice to quit. The learned county court judge decided that the holding was not "wholly pastoral" within the Act, and therefore that the half-year's notice was sufficient. He pointed out that not only were the house and shop distinct from the land, but the tenant carried on in the shop a distinct business: the house and shop could not be considered as auxiliary to the land; the land was rather auxiliary to the shop. We should have thought it sufficient to say, in this particular case, that a holding which comprised the sale of groceries or drapery was distinctly not "wholly pastoral." But the rule of construction laid down by the judge may afford a useful solution of the more difficult questions whether a holding comprising agricultural or pastoral land together with a house distant from the land, or a mansion altogether inappropriate for a farmhouse properly so called, is within the Act. We confess we do not at present see how the distance of the house from the land is material, provided the house is, in fact, occupied by the tenant as the farmhouse—that is, as a residence of the kind usually occupied by a farmer and his family and as the dairy of the farm. The true test in this case seems to be that adopted by the learned judge—viz., whether the house is auxiliary to the land. But when the occupier of a mansion takes along with it a few fields for the purpose of keeping two or three cows and providing hay for his horses, can the mansion be said to be auxiliary to the land?

MR. JUSTICE KAY has been delivering himself upon the subject of auctioneers' charges, and appears to have been particularly incensed that these gentlemen should settle among themselves a rate to charge to the world in general. The world in general, when it is wise, and when it can, retaliates by being careful to stipulate beforehand for such a rate as it can afford to pay; and the Chancery Division, when it has occasion to employ auctioneers, imposes its own terms, and will pay no more. In this case (*Walford v. Walford*) the vendors were mortgagees selling out of court, but under the direction of the court; the auctioneers' charge for commission was £130, but upon the accounts being taken, the chief clerk disallowed £62 10s., and in this he has been supported by Mr. Justice KAY. The learned judge's wrath may have been a little misdirected. Auctioneers, like other people, have a perfect right to combine and to fix their charges, and, like other people, they are very pleased if they can get them. But this must depend upon what the public will pay, and a mortgagee who is selling ought not to submit blindly to any charge that may be asked, but, in the interests of his mortgagor, should stipulate for a reasonable

sum. Perhaps he can get an auctioneer to sell on these terms; if not, he seems quite entitled to add the sum, however excessive it may be, which he is bound to pay, to his debt. It is a little curious to compare Mr. Justice KAY's remarks in the present case with the action of Mr. Justice CHARLES in *Vickers v. Church Extension Society* last week. There an advertising agent claimed a commission of £100 on a contract to advertise pills for twelve months in a monthly magazine for £500, and the judge awarded him £75 as being a reasonable sum.

WE RECENTLY laid before our readers some statistics shewing from Parliamentary returns that in the year 1886 the number of actions properly belonging to the High Court and remitted or otherwise brought in the county courts greatly exceeded the number of defended and undefended actions which went to trial in the High Court. The Parliamentary returns for 1887 have since been published, and shew very slight variations in the above results—but a very great increase in the ordinary business of the county courts and the number of complaints entered; and a still greater increase in the sums recovered on judgments and the fees received by the Treasury, as appear by the following table:—

Year.	Number of Plaints.		Amount of judgments recovered.	Amount of fees on proceedings.
	Under £20.	Above £20 and under £50.		
1887	1,000,297	22,234	£1,543,021	£430,548
1886	966,248	12,716	£1,523,542	£422,429
Increase	34,049	9,518	£19,479	£8,119

DECISIONS ON THE SETTLED LAND ACTS, 1882—1887.

III.

IMPROVEMENTS.

The various kinds of improvements authorized by the Act are specified in section 25, to which the reader is referred; and to those mentioned in that section dwellings for the working classes have been added by the Housing of the Working Classes Act, 1885 (48 & 49 Vict. c. 72, s. 11), provided that the building of such houses is not, in the opinion of the court, injurious to the estate.

Although section 23 forbids the employment of capital money in the purchase of land situate abroad, unless it is expressly authorized by the settlement, the expenditure of it has been authorized to be made upon improvements on lands in a foreign country settled by an English settlement: *Re Strousberg*, an unreported case before Bacon, V.C., February, 1886.

Ordinary repairs are not such improvements as are contemplated: *Clarke v. Thornton* (35 W. R. 603, 35 Ch. D. 307).

An additional water supply to the mansion-house, and to land intended to be laid out as building land, is an authorized improvement; and capital money may be spent in sinking wells and providing the necessary engines, hydrants, and tanks: *Re Bulwer Lytton's Will* (36 W. R. 420, 38 Ch. D. 20). The expenses of renewing the drainage of the mansion, of repairing the stables, and of building an agent's house have also been allowed: *Re Houghton Estate* (33 W. R. 869, 30 Ch. D. 102), and improvements of a mineral well or spa might properly be paid for: *Re Hotchkin* (35 W. R. 463, 35 Ch. D. 41). In the last case the expenditure was not actually allowed by the court, as no scheme had been submitted to the trustees, and, besides, the Lords Justices were very doubtful whether expenditure upon improvements on land which had been sold could be authorized, the land being out of settlement. Before these cases it had been considered that improvements of the mansion-house were not included, but that they must still be made under the Limited Owners' Residences Acts (33 & 34 Vict. c. 56 and 34 & 35 Vict. c. 84).

Although the proposed improvements may come within the wording of section 25, capital money must not be expended on them if they are really of an experimental nature. Thus in 1885 expenditure on silos, which were then only beginning to be tried, was disallowed, although the court considered that they might

properly be described as buildings: *Re Broadwater Estate* (33 W. R. 738). That must be taken with reference to the particular kind of silo then in question, for many of those now in use could not possibly be described as buildings in any sense of the word.

Provided that he observes the formalities required by the Act, and that the improvements intended are of a proper character, the tenant for life has the right of requiring capital money to be laid out upon them, and that right still remains notwithstanding that the trustees have powers under which they might make the improvements and pay for them out of the rents: *Clarke v. Thornton* (35 W. R. 603, 35 Ch. D. 307), *Re Lord Stamford* (56 L. T. 484). The trustees cannot exercise their powers without the consent of the tenant for life in so far as their powers conflict with his (section 56).

The scheme.—The submission to, and approval by, the trustees or by the court, if the money is in court, of a scheme of the proposed improvements before any of them are actually commenced, is indispensable under the Act of 1882 if the tenant for life wishes to have them paid for out of capital money: *Re Hotchkin's Settled Estates* (35 W. R. 463, 35 Ch. D. 41). But the Act of 1887, referred to *ante*, p. 606, affords a loophole should the trustees decline to approve of a scheme; for the tenant for life may still be able to get, an advance, under some Improvement Act, for the purpose of making the desired improvements, which advance may be made a charge upon the settled land. Then part of the settled land may be sold, and the purchase-money may be expended in paying off the charge whether the trustees of the settlement approve or not. The Acts under which improvement charges may be created are very numerous. They are all collected in Elphinstone and Clark on Searches, pp. 109—124, and most of them have been noticed in 30 SOLICITORS' JOURNAL, pp. 700, 714.

When a scheme has been submitted to the trustees, they may approve of it conditionally or unconditionally. If no condition of the approval has been departed from, and the substantial features of the works done or to be done are in accordance with the scheme, they may be considered as having been approved of although the cost may be considerably in excess of the estimate given in the scheme; and unless the exact cost has been made a condition of the trustees' approval the extra expenditure is properly payable out of capital money: *Re Bulwer Lytton's Will* (36 W. R. 420, 38 Ch. D. 20).

LEASES, &c.

There have been decisions under the Acts upon one or two other points, and these articles would be incomplete without the following short reference to them:—

Leasing powers.—The Act of 1882 gives very full leasing powers to the tenant for life, and, the powers of the Act being cumulative, trustees cannot exercise any power they may have to let, or sell, without the consent of the tenant for life, even although the power be at their absolute discretion by the terms of the settlement creating it: *Clitheroe Estate* (34 W. R. 169, 28 Ch. D. 378, 31 Ch. D. 135). If the tenant for life is an infant they can act for him, but if the settlement has required any consent or direction, as of his guardians, that consent or direction must still be given before the trustees can act: *Re Duke of Newcastle* (31 W. R. 782, 24 Ch. D. 129).

Trustees with an absolute trust for sale can sell without the concurrence of the tenant for life, or of the persons constituting the tenant for life: *Taylor v. Poncia* (25 Ch. D. 646), but a purchaser must take care to see that no order has been registered under the Act of 1884 (47 & 48 Vict. c. 18, s. 7 (6)) as a *lis pendens*, for if it has, and by it any other person has received authority to sell, the trustees cannot make a title.

Building lease.—A tenant for life can grant a building lease under sections 6 and 8; but a lease of land comprised in a building agreement, but not yet built upon, is not a building lease within the meaning of the Act: *Re Sabin's Settled Estates* (W. N., 1885, p. 197).

Copyholds.—When a tenant for life sells copyholds the customary fines have to be paid (section 20 (3)), but that does not mean all the fines which would have had to be paid in obtaining the title which would have been necessary in order to sell if the Settled Land Act had not passed: *Re Naylor and Spendla's Contract* (36 W. R. 219, 34 Ch. D. 217).

DIRECTORS' QUALIFICATION SHARES.

(Re *Wheal Buller Consols*, 36 W. R. 723, 38 Ch. D. 42).

It is certainly reasonable that a man who becomes director of a company, knowing that the possession of a certain number of shares is a necessary qualification for the office, should in some way be compelled to acquire them. The want, however, of any provision for this in the Companies Acts has led to very extensive litigation, and although the courts were at one time in favour of supplying it by their own decisions, the present tendency is quite the other way. The question arises when it is sought to make a director liable in respect of his qualification shares as a contributory in the winding up of the company. But by section 38 of the Act of 1862 the only persons liable as contributories are members past and present; it is necessary, therefore, to proceed under section 23, by which the term members is extended to include all persons who have agreed to become members. Accordingly, numerous attempts have been made to bring directors within this section by urging that there is, if not an express, at any rate an implied agreement that they shall be members. To a certain extent the ground has been settled, and it is well established that the mere acceptance of the office of director is no implied agreement to take shares (*Marquis of Abercorn's case*, 4 D. F. & J. 78). Also, where a man has acted as director, and the shares have been actually allotted to him, although without his express knowledge and sanction, he has not been allowed afterwards to repudiate them (*Miller's case*, 3 Ch. D. 661; *Leake's case*, 19 W. R. 664, 6 Ch. 469). It may be doubted, however, whether these cases would now be supported on the ground of implied contract, on which they were decided, or whether they would not be made to rest instead upon the doctrine of estoppel, the director not being allowed to deny that the allotment and registration were with his authority.

But between these extremes of mere acceptance without acting on the one hand, and acceptance followed by acting as director and by actual allotment or registration of shares on the other, there lies an extensive class of cases in which the director has accepted the office and has acted in it, but in which no shares have been registered in his name or even allotted to him. It is with regard to these that the modern tendency of the courts is most apparent. The old view was that in such cases there was an implied agreement on the part of the director to qualify himself within a reasonable time, and this is clearly laid down by Jessel, M.R., in *Karuth's case* (20 Eq. 506) and in *Miller's case* (*supra*); at the same time it is not quite clear whether such reasonable time is to be allowed after actual acting in the office. It was suggested, however, by Kay, J., in *Brett's case* (32 W. R. 234, 25 Ch. D. 283) that this is to confound duty and contract, and that, however clear the duty to take the shares may become when a man goes on acting as director, yet there is in this no evidence from which an agreement to take shares can be implied. The Court of Appeal, being divided in opinion, intentionally left the matter open, but it has arisen again in *Re Wheal Buller Consols*. The special terms of the articles might, indeed, have been held to exclude it, as it was provided that a director might act before obtaining his qualification shares, but that he should vacate his office if he did not acquire them within three months of election, and to a certain extent the Court of Appeal went on this ground. It is easy at the same time to see in the judgments a disinclination to bind a director by an implied agreement when there is no real evidence that he ever entered into it. This is supported, too, by the consideration that, even if a director is to be deemed to have agreed to take shares, it does not follow that he has agreed to take them from the company, so as to be liable at the suit of the liquidator. The occasion, therefore, is fitted for the interference of the Legislature; the duty of directors being clear, and the efforts of the courts to enforce it by the fiction of implied agreement having failed. Accordingly it is satisfactory to notice that the Companies Bill now in Parliament provides, by section 11, that a director, on accepting office, shall be bound to pay to the company the nominal value of his qualification shares, and shall be a member of the company and registered as such in respect of them.

On the 13th inst., in the House of Commons, Mr. Howell asked the First Lord of the Treasury whether he could inform the House when the first volume of the revised edition of the Statutes would be ready for publication; whether there was any cause for delay in the publication; and, if so, what was the reason; and whether the Government would take such steps as might be necessary in order to hasten the publication of the revised Statutes. Mr. W. H. Smith said: "Two volumes of the revised edition of the Statutes are, I understand, nearly ready for issue, but there is now before the House a Consolidation Bill which has passed the Standing Committee on Law, and which, if it become law, will affect about sixteen Acts now included in the Statute-book. Under these circumstances it has been deemed advisable to retard the issue of the Statutes in order to see whether the above Bill passes this session.

REVIEWS.

PLEADINGS.

BULLEN AND LEAKE'S PRECEDENTS OF PLEADINGS. FOURTH EDITION. PART II. By THOMAS J. BULLEN, Esq., and CHARLES WALTER CLIFFORD, Esq., Barrister-at-Law. Stevens & Sons.

This is the second volume of the fourth edition of the well-known work on pleading, the first volume having been published a good while ago. This volume contains precedents of defences and subsequent pleadings. The book certainly illustrates the difficulties of authors during a transition period, for since the first volume, which contains statements of claim, was published, the rules which then existed have been rescinded, and the Rules of 1883 have come into force. Consequently the precedents given in the first volume must now be taken as subject to the alterations necessary to adapt them to the present practice, the nature of the changes effected being generally discussed at the commencement of the second volume. This is, no doubt, an unfortunate circumstance, but we doubt whether it is of so much moment as might at first appear, for we are disposed to think that the most valuable portion of the work at the present time is to be found in the notes to the precedents rather than in the precedents themselves. We doubt whether, under the present less formal system of pleading, precedents can ever be of so much value as they were under the system which existed when Bullen and Leake first appeared. We think that everyone familiar with the work in its original form will remember what a large amount of useful law was compendiously digested and conveniently arranged for reference under the various heads of pleading in the notes. This of itself made the book one of the most valuable handy books in the practising lawyer's library. It seems to us that, for the sake of the notes alone, quite apart from the value of the precedents, it would have been a pity that the work should lapse, and therefore we welcome the completion of the fourth edition, by which the law contained in the notes is brought up to date. It is difficult, of course, to appreciate thoroughly the manner in which a work of this sort has been done, except by the test of actual use, for such a book is not adapted for continuous perusal, but so far as we can judge the work appears to be well done.

CORRESPONDENCE.

THE INLAND REVENUE CIRCULAR.

(To the Editor of the Solicitors' Journal.)

Sir,—It may interest solicitors who think that the recent Inland Revenue circular as to unstamped documents contains a valuable "concession" to know that the board still requires one to be a possible victim of the confidence trick, by first trusting them with the penalty and then seeing whether they will pay it back. L.L.B.
London, E.C., July 10.

THE MEETING OF THE INCORPORATED LAW SOCIETY.

(To the Editor of the Solicitors' Journal.)

Sir,—The report in your last number of the meeting of this society on the 6th inst. represents me as saying that I "hoped that the council would endeavour to obtain an Act of Parliament which should require every solicitor to be a member of the society." This is only half of the sentence I uttered. Will you now kindly give the other moiety, which was "for that would rouse the entire profession, and, no doubt, lead to an inquiry into the mismanagement and past misdeeds of the council."

I take this opportunity of protesting against the act of the president, Mr. Henry Markby, who at that meeting refused to put "The previous question" to the vote. This had been duly moved and seconded. The rule of debate relating to this is among the very A. B. C. of a chairman's duties.

The inquiry sent by me in writing to the council in July, 1886, as to what had become of the £261 arrear subscriptions reported to be due from members who were not accounted for, still remains unanswered. J. R. MACARTHUR.

30, John-street, Bedford row, July 17.

The Paris correspondent of the *Times* announces the death of M. Allou, the French avocat. He had, during forty-seven years' practice at the Paris bar, pleaded in some remarkable causes. Among his clients were Proudhon, prosecuted for one of his books; Prince Napoleon, in the Paterson marriage case; Feder, secretary of the Union Générale; and Gambetta, prosecuted in 1877 for saying that Marshal MacMahon must either *se soumettre ou se démettre*.

CASES OF THE WEEK.

COURT OF APPEAL.

MCGOUGH v. LANCASTER BURIAL BOARD—No. 1, 14th July.

BURIAL ACTS, 1852 (15 & 16 Vict. c. 85), ss. 33, 38; 1853 (16 & 17 Vict. c. 134), s. 7—GRANT OF EXCLUSIVE RIGHT OF BURIAL—RIGHT TO PLACE GLASS SHADE CONTAINING FLOWERS ON GRAVE.

The defendants, under the powers of section 33 of 15 & 16 Vict. c. 85 (extended to all parishes by section 7 of 16 & 17 Vict. c. 134), granted to the plaintiff the exclusive right of burial in perpetuity in a certain grave space in the Lancaster Cemetery. The plaintiff buried his daughter in the grave, and by permission of the defendants erected a gravestone thereon. The plaintiff, without their permission, placed on the grave a small round stand containing flowers, covered by a glass shade, the shade being protected by a galvanized wire frame. The defendants thereupon removed them under their general power of control over the cemetery, having for some years refused to allow glass shades and stands to be placed on graves. The plaintiff brought this action in the Lancaster County Court for the alleged wrongful removal. The judge found that the shade and frame were usual and proper, and gave judgment for the plaintiff. The Divisional Court (Wills and Grantham, JJ.) entered judgment for the defendants (see 36 W. R. 159). By section 33 of 15 & 16 Vict. c. 85 any burial board may sell the exclusive right of burial, either in perpetuity or for a limited period, in any part of any burial-ground provided by such board, and also the right of constructing any vault with the exclusive right of burial therein, and also the right of erecting any monument or gravestone in such burial-ground. By section 38 the general management, regulation, and control of such burial-grounds shall be vested in and exercised by the burial board providing the same.

THE COURT (LORD ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal. Lord ESHER, M.R., said that the burial board had only power to grant the plaintiff statutory rights, and those rights were set out in section 3 of 15 & 16 Vict. c. 85. The board granted the plaintiff the exclusive right of burial, and he had by their permission the right to erect a gravestone. The plaintiff went beyond that, and placed these things now in question on the grave. He had no legal right to do that, and the board had a right to remove them. Moreover, by section 38 the board had the control of the cemetery, and there was no appeal from them as to the mode in which they exercised that control. However unobjectionable these things might seem, the board had a right to say that they objected to them being placed on graves. LINDLEY and BOWEN, L.JJ., concurred.—COUNSEL, Crompton, Q.C.; R. O. B. Lane. SOLICITORS, Tahourdin & Hargreaves, for Johnson & Tilly, Lancaster; Brownlow & Hove, for Swainson, Son, & Roper, Lancaster.

MASSEY v. HEYNES & CO. AND SCHENKER & CO.—No. 1, 16th July.

SERVICE OUT OF THE JURISDICTION—ALTERNATIVE CLAIMS AGAINST TWO DEFENDANTS—"NECESSARY OR PROPER PARTY"—R. S. C., 1883, XI., 1 (9).

The question in this case was as to the circumstances under which leave may be given for service of a writ out of the jurisdiction, on the ground that the person proposed to be served "is a necessary or proper party to an action properly brought against some other person duly served within the jurisdiction": ord. 11, r. 1 (g). The plaintiffs were the owners of a steamer lying at Venice. On the 29th of July, 1887, the defendants Heynes & Co., shipbrokers in London, having received instructions from the defendants Schenker & Co., an Austrian firm carrying on business at Fiume, entered into a charter-party for them with the plaintiffs. According to the terms of the charter-party, the ship was chartered for a voyage to Bordeaux, calling at three ports in the Adriatic to be named by the charterers, in geographical order from Venice, and loading therefrom a cargo of wines. Disputes arose as to the order in which the ports of loading were to be taken, and ultimately Schenker & Co. repudiated the contract on the ground that the words "in geographical order" had been inserted in the charter-party by the shipbrokers without authority. The plaintiffs commenced an action by issuing a writ against Heynes & Co. and Schenker & Co., claiming against the former for a breach of implied warranty of authority, and against the latter for a breach of the charter-party. The plaintiffs then obtained an order giving them leave to issue a concurrent writ for service out of the jurisdiction, and to serve notice thereof on Schenker & Co. in Austria, under ord. 11, r. 1 (g). This notice was served on Schenker & Co. on the 2nd of January, 1888, but no appearance was entered on their behalf, and judgment was signed in default of appearance on the 9th of March. Damages having been assessed, final judgment was signed on the 7th of April. Garnishee proceedings were commenced, and then for the first time Schenker & Co. heard of the judgment against them. An application was made on their behalf at chambers to set aside the order obtained under ord. 11, r. 1 (g), and the judgment and all proceedings thereon. Denman, J., dismissed the application, and the Divisional Court (Wills and Grantham, JJ.) affirmed his decision. Schenker & Co. now appealed to the Court of Appeal, and it was argued on their behalf that there was no power to serve them with notice out of the jurisdiction, as they were not necessary or proper parties to an action properly brought against some person within the jurisdiction, within the meaning of subsection (g) of ord. 11, r. 1. If, on the one hand, there had been a breach of an implied warranty of authority, and the action was rightly brought against Heynes & Co., then Schenker & Co. were not necessary or proper parties. If, on the other hand, Schenker & Co. were liable to the plaintiffs for a breach of the charter-party, then the action was not properly brought against Heynes & Co. In either alternative the order was wrongly made.

Reference was made to *Yorkshire Tannery Co. v. Eglinton Chemical Co.* (33 W. R. 162), and *Speller v. Bristol Steam Navigation Co.* (32 W. R. 670).

THE COURT (LORD ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) dismissed the appeal. The time, to which sub-section (g) must be applied, was the time of issuing the writ. The question to be considered was whether at that time the person proposed to be served abroad was a necessary or proper party. The court could not possibly judge of the question by reference to the result of the action. The meaning of the rule was that, where a plaintiff was in a position to claim alternative relief against two defendants, then, although one of them was abroad, he might be brought in as if he were in this country.—COUNSEL, French, Q.C., and English Harrison; J. G. Barnes, Q.C., and Hollams. SOLICITORS, Botterell & Roche; Waltons, Bubbs, & Johnson.

HENDERSON v. PRESTON—No. 1, 19th July.

IMPRISONMENT—WARRANT—DATE OF COMMENCEMENT.

This was an appeal from the decision of a divisional court (Manisty and Stephen, JJ.) directing judgment to be entered for the defendant on the points of law raised by the pleadings. The action was brought against the governor of the Strangeways Gaol at Manchester for false imprisonment. It appeared that on August 24, 1887, the plaintiff was convicted at the Rochdale Petty Sessions for having, on August 11, 1887, obstructed a certain highway, and was fined 5s. and costs, or, in default, to be imprisoned for seven days. Default having been made, and there being no sufficient goods belonging to the plaintiff whereon a distress might be levied, he was detained in the police cell at Rochdale until August 25, when he was conveyed to Manchester under a warrant directed to the governor of Strangeways Gaol, by which the governor was directed to receive him into custody and to keep him for the space of seven days. He was accordingly imprisoned in the Strangeways Gaol until August 31, when he was released. He accordingly brought this action, contending that the day in the police cell at Rochdale ought to have been counted in reckoning the seven days, and that he ought, therefore, to have been released on August 30.

THE COURT (LORD ESHER, M.R., and LINDLEY and BOWEN, L.JJ.), dismissed the appeal. Lord ESHER, M.R., said that the governor was absolutely protected by the warrant. The warrant was in proper order, and had been issued by a proper court, and no action could be brought against a gaoler for obeying it. That had been laid down in the case of *Olliet v. Beany* (Sir Thos. Jones Rep. 214), and had always been acted upon. Whether or not a *habeas corpus* would have gone to release the plaintiff need not now be decided, because it was clear that the present action would not lie. LINDLEY and BOWEN, L.JJ., concurred.—COUNSEL, Percy Gye and Waghorn; R. S. Wright. SOLICITORS, Ranger & Burton; Solicitor to the Treasury.

Re THE LAND DEVELOPMENT ASSOCIATION—No. 2, 17th July.

COMPANY—PAYMENT FOR SHARES IN CASH—SET-OFF OF DEBT—NON-REGISTRATION OF CONTRACT—COMPANIES ACT, 1867, s. 25—FRAUDULENT PREFERENCE—COMPANIES ACT, 1862, s. 184—BANKRUPTCY ACT, 1883, s. 48.

This was an appeal from a decision of Kay, J. (37 Ch. D. 508, ante, p. 184). The question was whether certain shares in the company had been paid for "in cash," so as to satisfy the requirements of section 25 of the Companies Act, 1867, which provides that, "Every share in any company shall be deemed and taken to have been issued and to be held subject to the payment of the whole amount thereof in cash, unless the same shall have been otherwise determined by a contract duly made in writing and filed with the Registrar of Joint-Stock Companies at or before the issue of such shares." The articles of association of the company empowered the directors to receive from members willing to advance the same, payments in advance of future calls. Towards the end of March or beginning of April, 1886, Kent, a shareholder and formerly a director of the company, had agreed to purchase from one Eichholz a debt, stated to amount to £16,000, due to him from the company, and which was payable by instalments, of which the first (£3,000) fell due on the 30th of June, 1886. On the 2nd of April, 1886, Kent wrote to the directors of the company requesting them to transfer, from the amount due from the company to him in respect of the debt assigned to him by Eichholz, the sum necessary to pay up his shares in full. At a board meeting held on the same day, a resolution was passed that the debt assigned by Eichholz to Kent should be applied in paying up his shares in full. No call was at the time due upon the shares. Except the minutes of this resolution, there was no entry in the books of the company in reference to the transaction, or showing that the shares held by Kent had been paid up, nor had any contract in writing in reference to the shares been filed with the Registrar of Joint-Stock Companies. At this time a petition presented by Kent for the winding up of the company was pending. Another petition was subsequently (on the 5th of April, 1886) presented, on which an order for winding up the company was made on the 20th of April, 1886. Kay, J., held Kent liable in respect of his shares for a call made in the winding up, his lordship being of opinion that, although there was perfect *prima facie* evidence of an agreement between the directors and Kent that a sufficient part of the debt purchased by Kent should be applied in paying up his shares in anticipation of future calls, the transaction rested in agreement, and that there could be no set-off of the one debt against the other; and therefore that there had been no payment in cash. The appellant argued his own case, and relied on *Ferraro's case* (32 W. R. 229, 9 Ch. 355).

THE COURT (COTTON, FRY, and LOPES, L.JJ.) dismissed the appeal. COTTON, L.J., said that assuming that there was a debt due to Eichholz

from the company exceeding the amount of the uncalled liability in respect of Kent's shares, and that there had been a previous contract for payment of this debt by the company at certain specified times, could it be said that there was anything in the transaction of April 2, 1886, which amounted to that which would be in law sufficient evidence to support a plea of payment in cash? No portion of the debt due to Eichholz was payable until June 30, 1886, and no call was then due on the shares held by Kent. In neither case was there any debt payable in *presenti*, and the agreement between the company and Kent was in respect of some future thing to be done when these debts should become payable. There was nothing, therefore, equivalent to payment to or by the company such as to bring the case within the principle stated by James, L.J., in *Spargo's case* (8 Ch. 412): "If there was a debt in money payable immediately by the company to the shareholders, and an equal debt payable immediately by the shareholders to the company, and each was accepted in full payment of the other, the company could have pleaded payment in an action brought against them, and the shareholder could have pleaded payment in cash in a corresponding action brought by the company against him for calls. Supposing the transaction to be an honest transaction, it would in a court of law be sufficient evidence in support of a plea of payment in cash, and it appears to me that it is sufficient for this court sitting in a winding-up matter." If there had been any entry in the books shewing that the debt due from the company to Eichholz had been written off, that might have brought the case within the principle of *Ferrao's case*, where the actual writing off the amount in the books of the company was held to be equivalent to payment. But here there was nothing in the entry to shew that the transaction had been treated as actual payment of a debt made payable at once; the entry being, not of a payment which had been made, but of a contract for something to be done in *future* when that debt should fall due. In *Ferrao's case*, though no calls were at the time actually due on the shares, the transaction by which payment of a sum then due by the company was to be made by their crediting the shares with the amount so as to make them fully paid-up shares was, by the entry in the books writing off the amount as between the company and the shareholders, treated as actual payment. That case differed entirely from the present. It had been contended that the entry should be construed as an agreement to receive by anticipation the amount to become due upon the shares. But it was not a resolution to that effect, and, moreover, such a transaction would not have been authorized by article 11 of the articles of association. What was the nature of the transaction? It could not, in his lordship's opinion, be regarded as having been entered into otherwise than in contemplation of a winding up of the company. The company was unable to pay Eichholz's debt with its own moneys, and a winding-up petition had been presented by Kent in order to keep off other petitions for the same purpose. Having regard to the provisions of section 48 of the Bankruptcy Act, 1883, and section 164 of the Companies Act, 1862, and to the nature of the arrangement by which Kent would have received payment of the debt due to Eichholz in full by setting it off against all liability in respect of his own shares, the transaction was one which would be a fraudulent preference in his favour over other creditors of the company, and in this respect it was utterly immaterial that the debt due to Eichholz was for a larger amount than the liability on Kent's shares. *Fry and Lopes, L.JJ.*, concurred.—*COUNSEL, Marten, Q.C., and Vernon R. Smith. SOLICITORS, Badham & Williams; H.C. Morris.*

ELLENDER v. WOOD—No. 2, 14th July.

COMPROMISE—AUTHORITY OF COUNSEL—COMPROMISE OF MATTER OUTSIDE ACTION.

This was an appeal by the plaintiff from an order of a divisional court (Field and Wills, JJ.) staying the proceedings in the action, which was brought for breach of promise, coupled with seduction, after the compromise of a former action relating to the same subject-matter. At the trial of the former action in June, 1887, a settlement of the action and all claims by the plaintiff against the defendant was arranged by counsel, on the terms of the defendant paying to the plaintiff £100 and costs. The plaintiff had received the £100, and £110 for costs, but she disputed the validity of the compromise, on the ground that her counsel had no authority to settle anything but the action, and that his authority did not extend to the release of claims which she had against the defendant under a deed by which, in consideration of her agreeing not to molest or in any way annoy him, the defendant had covenanted to pay her an allowance of £2 10s. a week during her life. This agreement had been set up by the defendant in a counter-claim to the original action. On the 26th of February last the plaintiff commenced a second action in respect of the alleged breach of promise and seduction, in which she claimed £1,000 damages, and payment of the sums which the defendant had covenanted to pay her. The Divisional Court held that the action, being brought in contravention of the compromise, and in respect of matters covered by it, must be stayed. The plaintiff appealed from this decision, and also from the order by consent for a compromise of the first action.

THE COURT (COTTON, FRY, and LOPES, L.JJ.) affirmed the order of compromise, but varied the subsequent order of the Divisional Court. COTTON, L.J., said that the real question was, whether the plaintiff was entitled to be relieved from the consent order, made at the instance of counsel acting under his general authority, but not in the presence or with the consent of the plaintiff. It was thought by her counsel and solicitors that this was the best course to be taken in her interests. The plaintiff did not take any steps to be relieved from the consent order until the matter came before the Court of Appeal, though she did bring this action in February last with the attempt of re-opening the matter. In his lordship's opinion the plaintiff was not entitled now

to come to the court and ask for a reversal of that consent order. Any one who sought to be relieved from an order made by consent must make his application without delay, and very shortly after receiving notice of the effect of the order which had been made. After the delay on the part of the plaintiff the order could not now be discharged. With respect to the authority of counsel to compromise an action, it was most important when a compromise had been made that the parties should not be allowed to upset it, unless some very strong case were shewn to induce the court to interfere to set it aside. Undoubtedly the power of counsel to enter into a compromise so as to bind their clients was confined to matters arising in the action. With regard to such matters counsel had, and must have, power to do what they considered best in the interests of their client, as otherwise they could not properly conduct their cases. There were two items of claim now made which did not come properly within the authority of counsel to compromise, which were not distinctly raised in the former action. In this respect the order of the Divisional Court staying the second action must be varied. In other respects the plaintiff failed. *Fry, L.J.*, said that it was most important that the authority of counsel to compromise litigation in the interests of their clients should be upheld. But, even supposing that the order of compromise in this case had been wrongly made, it was the duty of the plaintiff, who complained of it, to take steps promptly for the purpose of setting it aside. Any infirmity in the order was, in his opinion, waived by the conduct of the plaintiff, who had taken no steps to impeach it until the case came before this court. *Lopes, L.J.*, agreed that the consent order could not now be set aside. Counsel, when instructed in an action, had extensive powers, and, in the absence of instructions to the contrary, had authority to compromise, for the benefit of his client, any matter within the action. But he had no authority to settle anything outside or collateral to the action, his authority being confined to matters which were raised within the action. The order of compromise was, in his lordship's opinion, intended to apply and must be confined to the issues raised in the action and counter-claim.—*COUNSEL, Reid, Q.C., and R. Wallace; Finlay, Q.C., and Wilder-Wright. SOLICITORS, C. F. Birchall; Grant.*

HIGH COURT.—CHANCERY DIVISION.

Re WOLFORD, WOLFORD v. WOLFORD—Kay, J., 17th July.

PRACTICE—AUCTIONEERS' REMUNERATION—SALE OUT OF COURT.

In this case certain real estate of the testator, which was subject to a mortgage for £3,000, had, by the direction of the chief clerk, been put up for sale by the mortgagees. They had employed a well-known firm of auctioneers, but, owing to the reserve price of £7,000 not having been reached, the property was withdrawn, and the auctioneers afterwards sold the property by private contract for the reserve price. On the mortgagees bringing in the account of the sale before the chief clerk in the usual way, he allowed the auctioneers only the charges usually allowed in cases of sales in court, and struck £62 10s. off the charge in the bill for commission. The mortgagees now applied by summons to vary the certificate by restoring the item of £62 10s., on the ground that the auctioneers' charges ought to be measured by the scale prevalent amongst, and acted upon by, auctioneers in cases of sales by free owners, and not by the scale adopted in cases of court sales.

KAY, J., after stating that he had seen the chief clerk upon the matter since it was last before the court, said that the chief clerk, not only in his chambers, but also in the chambers of other judges of the Chancery Division, had agreed to settle what they considered a proper remuneration to auctioneers for that which the auctioneers in the present case had done. There had been an attempted sale by auction, and, the sale not being effected, the auctioneers afterwards sold by private contract to a purchaser. There was in his lordship's chambers a regular fixed scale of charges upon which auctioneers were remunerated for work of this kind. His lordship had heard with the greatest surprise that auctioneers had agreed among themselves to fix a certain scale of remuneration upon which they chose to charge the persons who employed them. They had no more right to do that than any other body of persons in the kingdom; and his lordship hoped that no judge would allow auctioneers more than their proper remuneration, merely because they had agreed among themselves to charge more. For his own part, his lordship would not recognize any such arrangement. In his opinion, the chief clerk was perfectly right, and had allowed to the auctioneers in this case quite as much as they ought to have. Besides the amount of remuneration, the auctioneers had been allowed a sum for various outgoings, and yet they had charged about £130 for commission alone. The chief clerk was quite right to disallow the £62 10s., and therefore the application must be refused with costs.—*COUNSEL, Renshaw, Q.C., and B. B. Rogers; Marten, Q.C., Ince, Q.C., Millar, Q.C., Begg, Daniel Jones, and D. L. Alexander. SOLICITORS, Duffield & Bruty; W. Rogers.*

Re THE SCHANSCHIEFF ELECTRIC BATTERY SYNDICATE (LIM.)—North, J., 6th July.

COMPANY—STAY OF PROCEEDINGS IN VOLUNTARY WINDING UP—JURISDICTION—COMPANIES ACT, 1862, s. 138.

A question arose in this case as to the jurisdiction of the court to make an order staying the proceedings in a voluntary winding up. The above company was registered in 1887, its objects being the purchase of certain patents from one A. Schanschieff, and the working of the patented inventions. On the 22nd of March, 1888, an agreement was entered into between the Syndicate, A. Schanschieff, and another company, called the Schanschieff Light and Power Co., for the sale of the patents to the latter

company. In April and May, 1888, the Syndicate resolved upon a voluntary winding up. The agreement of March, 1888, was rescinded by the liquidators of the Syndicate (acting under the authority of a meeting of the members thereof) and the other parties to the agreement. The Light and Power Co. afterwards resolved on a voluntary liquidation. A motion was now made on behalf of a contributory of the Syndicate to stay all proceedings in the winding up of that company, and it was asked that the liquidators might be ordered, out of the assets in their hands, to pay the costs of the application and to retain the costs of the liquidation, and to hand over the balance to the persons who were the directors of the Syndicate at the time when the winding-up resolutions were passed. Section 138 of the Companies Act, 1862, provides that "where a company is being wound up voluntarily the liquidators or any contributory may apply to the court . . . to determine any question arising in the matter of such winding up, or to exercise, as respects the enforcing of calls, or in respect of any other matter, all or any of the powers which the court might exercise if the company were being wound up by the court; and the court, if satisfied that the determination of such question or the required exercise of power will be just and beneficial, may accede, wholly or partially, to such application on such terms and subject to such conditions as the court thinks fit, or it may make such other order or decree on such application as the court thinks just."

NORTH, J., held that section 138 gave him jurisdiction, and he made the order asked for, subject to a taxation of the costs.—COUNSEL, *Coxen-Hardy, Q.C.*, and *Grosvenor Woods*; *A. M. Lawrence*. SOLICITOR, *F. H. Harvey-Samuel*.

Re LAMBERT'S TRADE-MARK—North, J., 13th July.

TRADE-MARK—REGISTRATION—RECTIFICATION OF REGISTER—SHEFFIELD REGISTER—JURISDICTION OF CUTLERS' CO.—PATENTS, &c., ACT, 1883, s. 81.

A question arose in this case as to the functions of the Cutlers' Co. under section 81 of the Patents, &c., Act, 1883, with regard to the registration of Sheffield trade-marks in the Sheffield register. The application was made by George Wolstenholme & Son, of Sheffield, the registered owners of a trade-mark for the class of goods numbered 12—that is, "cutlery and edge tools." Lambert, a manufacturer of saws and other iron and steel goods at Sheffield, who carried on business as George Johnson & Co., was the registered owner of another trade-mark, in respect of class 12, and also classes 6 and 13, which relate to machinery and other metal goods. Both marks were issued for the first time 180 years ago by the Cutlers' Co. There was no question as to the title of Wolstenholme & Son to their mark. Johnson & Co.'s mark was re-granted in 1839 to one Linley, and his name was put on the old Sheffield register. No alteration was made in that register, notwithstanding the subsequent devolution of title to the user of the trade-mark, and no registration of it was made in the London register established for the registration of Sheffield marks under the Trade-Marks Act of 1875. Linley assigned the mark to Johnson & Co., and on their business being taken by Lambert the trade-mark was assigned to a trustee for him. Section 81 of the Act of 1883 provides, by sub-section 1, for the establishment of a new register of trade-marks at Sheffield; and sub-section 2 enacts that the Cutlers' Co. shall enter in the Sheffield register in respect of cutlery and other steel and iron goods all the trade-marks entered before the commencement of the Act on the register established under the Act of 1875 belonging to persons carrying on business in Hallamshire or within six miles of it, and shall also enter in such register, in respect of the same goods, all the trade-marks which shall have been assigned by the Cutlers' Co. and actually used before the commencement of the Act, but not registered under the Act of 1875. There is also a provision in other sub-sections for the registration of new trade-marks by the Cutlers' Co. Sub-section 12 provides for an appeal to the Comptroller of Trade-Marks by any person aggrieved by a decision of the Cutlers' Co., subject to a further appeal to the court. The marks on the Cutlers' register at Sheffield are to be entered by the Comptroller on the central register, and after a lapse of five years the new Sheffield register is to be closed. Johnson & Co.'s trade-mark was not placed on the register in the first instance by the Cutlers' Co., but after the lapse of a considerable time, on the instigation of Lambert, they registered it. Wolstenholme & Son desired to be heard by the Cutlers' Co. in opposition to the registration, but the company refused to hear them. They applied to the Comptroller-General, but he held that the act of the Cutlers' Co. was merely ministerial, and that he had no jurisdiction to interfere. By the present motion Wolstenholme & Son asked to have the matter referred back to the Cutlers' Co., to be adjudicated upon after consideration of the opposition, and, in the alternative, to have the registers rectified by striking out Lambert's registered trade-mark, on the ground that he had no title to it as an old mark, and it was so similar to the applicant's mark that it could not be upheld as a new mark.

NORTH, J., though he said that a portion of the Act was by no means lucid, was clearly of opinion that what the Cutlers' Co. had done was done under the second part of sub-section 2 of section 81, and that it was purely ministerial, that the applicants had no right to oppose, and that there was no decision of the company from which there was an appeal. On the other part of the application he was of opinion that the applicants were not persons aggrieved. There was not such a similarity in the marks that anyone was likely to be deceived. The two marks had been, in the first instance, granted by the Cutlers' Co. as distinct marks, they had been used side by side for 180 years, and there was no evidence of anyone having been deceived. He therefore refused the motion.—COUNSEL, *Coxen-Hardy, Q.C.*, and *Charles Gould*; *Sir R. E. Webster, A.G.*, *Sir Horace Davey, Q.C.*, and *Ingle Joyce*; *Moulton, Q.C.*, and *Hatfield Green*. SOLICITORS, *McKenna & Co.*; *Solicitor to the Board of Trade*; *Cattarns, Jehu & Hughes*.

Re NORWICH TOWN CLOSE ESTATE CHARITY—Kekewich, J., 14th July.

CHARITABLE TRUSTS ACT, 1853, s. 48—SUMMONS—DISPUTED CHARITABLE TRUST—JURISDICTION OF COURT.

This case raised the point whether, on a summons issued under the Charitable Trusts Act, 1853—1869, the court has jurisdiction to decide whether the property in respect of which a scheme is sought is in fact held for charitable purposes or not. T. J. Stanley brought an action on behalf of himself and all other the freemen of the city of Norwich against the corporation of Norwich and the Attorney-General, claiming a declaration (*inter alia*) that the corporation was seized of the Town Close Estate (of about 100 acres) in trust for the freemen of the city, and alleging that the trust was a charitable one. Kekewich, J., on March 23, 1887, gave judgment in favour of the plaintiffs, so far as the declaration was concerned, but declined to direct a scheme, but without prejudice, however, "to any other proceedings that might be taken by the defendant, the Attorney-General, in that behalf." This was a summons issued by the Attorney-General "In the matter of the Norwich Town Close Estate Charity, and in the matter of the Charitable Trusts Act, 1853—1869," asking for a scheme. The respondents (the plaintiffs in the action) denied there was a charity, and argued that the summary jurisdiction of the Act applied to the case. Section 28 of the Act, so far as material, is as follows:—Where . . . any . . . order or direction relating to any charity . . . shall be considered desirable, and such order or direction might now be made or given by the Court of Chancery, . . . it shall be lawful for the Attorney-General to make application (without any information, bill, or petition) . . . for such order, direction, or relief as the nature of the case may require, and the Master of the Rolls or the Vice-Chancellor to whom any such application shall be made, shall and may proceed upon and dispose of such application . . . and shall and may have and exercise thereupon all such jurisdiction, power, and authority, and make such orders, and give such directions . . . as might now be exercised, made, or given by the Court of Chancery . . . in a suit regularly instituted or upon petition as the case may require.

KEKEWICH, J.—The main question is, whether the establishment of a charity or of a charitable trust is within the scope of the Act of 1853? The preamble of that Act says it is for "the more beneficial application of charitable funds." The real question between the Attorney-General and the Norwich freemen, whether there is a charity to be administered, is of some difficulty, and one would not readily assume that it was the intention of the Legislature that a question like that should be determined on an application for the settlement of a scheme made under an enactment expressly directed to administration only. I think the tenor of the Act adverse to such a conclusion. The cases do not assist one, as they are all instances where there was no doubt of the existence of a trust. To the Trustee Acts, as somewhat analogous, one naturally turns on such a question as this. I venture to think that the jurisdiction conferred by those Acts might properly and with advantage have been construed to extend to many cases decided not to fall within it, but the rule has been laid down and has been strictly followed that it is necessary first to find a trust declared by will, contract, or judicial decision before the provisions of the Act can be called into operation. I think that principle applies here, and in the result I must hold that before issuing a summons the Attorney-General must establish, by independent proceedings, that there is a charity to be regulated. It cannot be assumed, as the summons does, that there is a charitable trust extant in regard to this property. Summons dismissed, costs of all parties out of the estate.—COUNSEL, *Warrington, Q.C.*; *F. Smith*; *P. H. Lawrence*; and *Ingle Joyce*. SOLICITORS, *Eyre, Eyre, & Co.*; *Hare & Co.*

GOODDEN v. COLES—Kekewich, J., 12th July.

MORTGAGE—GLEBE—PARTIES TO FORECLOSURE ACTION—PATRON.

The question arose in this case whether the patron of a living is a necessary party to an action to enforce, by foreclosure or sale, a mortgage of the glebe. The mortgage was made on the 3rd of November, 1862, by the then vicar of Marston Magna, in Somerset, under the powers of "The Landowners' West of England and South Wales Land Drainage and Inclosure Companies Act, 1848," which enabled "owners of limited interests in land" to charge the cost of drainage improvements on their land. The Act did not otherwise affect the rights and interests of other persons (if any) in the property charged. Interest fell into arrear, and the action was brought to enforce the mortgage, the plaintiffs being the executors of the mortgagee, and the defendant the present vicar of the parish. It was urged, on the analogy of the case of the *Scottish Widows' Fund v. Craig* (20 Ch. D. 208), that the patron of the living had no rights in the glebe, but only of appointing to the cure of souls.

KEKEWICH, J., after having stated he was satisfied that a vicar came within the meaning of an "owner of a limited interest in land" within the Act in question, said he was of opinion that, on the analogy of the case cited, the patron of a living was not a necessary party to an action for foreclosure of the glebe, and that the action was properly constituted, consequently there would be a decree in the usual form.—COUNSEL, *Cust*. SOLICITORS, *Newman, Paynter, & Co.*

BANKRUPTCY CASES.

Ex parte ARNAUD, Re BULLEN—C. A. No. 1, 13th July.

BANKRUPT—DISCHARGE—CONDUCT OF BANKRUPT—ANNEXING CONDITION AS TO AFTER-ACQUIRED PROPERTY—BANKRUPTCY ACT, 1883, s. 28.

A question arose in this case as to annexing to the discharge of a bank-

rupt a condition affecting his after-acquired property. Section 28 of the Bankruptcy Act, 1883, provides, by sub-section 2, that the court may suspend the operation of an order of discharge for a specified time, or "grant an order of discharge subject to any conditions with respect to any earnings or income which may afterwards become due to the bankrupt, or with respect to his after-acquired property." And by sub-section 6 "The court may, as one of the conditions referred to in this section, require the bankrupt to consent to judgment being entered against him by the official receiver or trustee for any balance of the debts provable under the bankruptcy which is not satisfied at the date of his discharge; but in such case execution shall not be issued on the judgment without leave of the court, which leave may be given on proof that the bankrupt has since his discharge acquired property or income available for payment of his debts." In the present case the debtor presented the bankruptcy petition himself. He had two fully-secured creditors, who were the first and second mortgagees of a public-house which he occupied. There was a third mortgagee of the same property, but the surplus value of the security was not sufficient to pay him in full, and there was a debt of £443 due to him beyond the value of the security. The only other debts due by the debtor were a sum of £3 due for water rent, and £12 10s. due to the landlord of the public-house for a quarter's rent, which was a preferential debt. The debtor's assets, other than the public-house, were worth only £57 10s. The third mortgagee was, therefore, practically the only unsecured creditor. He had recovered judgment for his debt, and levied execution just before the petition was presented. A receiving order and an adjudication were made immediately afterwards. The official receiver reported that the bankrupt had not kept proper books, and that he had continued to trade after knowing himself to be insolvent. On the bankrupt's applying for his discharge the third mortgagee opposed, and it was urged on his behalf that, at any rate, the registrar ought to impose the condition enacted in sub-section 6. The registrar granted an order of discharge, subject to a suspension for three months, on account of the two offences against the bankrupt law reported by the official receiver. The third mortgagee appealed, and on the hearing of the appeal it was argued that, under the circumstances, the presentation of the petition was an abuse of the process of the court. The third mortgagee was practically the only creditor, and the petition must have been presented, not for the purpose of obtaining an equal division of the debtor's assets among his creditors, but merely in order to whitewash the debtor and to defeat the execution. The result would be to make the third mortgagee pay the costs of the bankruptcy proceedings.

THE COURT (Lord ESHER, M.R., and LINDLEY and BOWEN, L.JJ.) affirmed the decision. Lord ESHER, M.R., said that on the present application the adjudication could not be challenged, and he would not, therefore, express any opinion whether, if a debtor who had only one creditor petitioned against himself, the adjudication ought to be set aside. It would require a very strong case to induce the court to increase the punishment inflicted by the registrar for offences against the bankruptcy law. In the present case his lordship thought the punishment was sufficient. LINDLEY, L.J., said that the question, whether a debtor who had only one creditor was entitled to obtain a discharge on his own petition, would require some consideration when it really arose. It did not arise in the present case, for secured creditors must be taken into account. They could sue their debtor. As to imposing the condition mentioned in sub-section 6, this ought not to be done unless there was evidence that it was probable the debtor would acquire property beyond what would be necessary to keep body and soul together. There was no evidence in the present case that the debtor had any reversionary interest, or that it was probable he would acquire any property, otherwise than by his earnings. The entering up of judgment would be certain to raise a contest hereafter between the judgment creditor and other creditors, and the court ought not to tie up the debtor in that way in the absence of evidence of the probability of his having property. BOWEN, L.J., concurred.—COUNSEL, *Cooper Willis, Q.C.*, and *F. Cooper Willis*; *A. A. Terrell*. SOLICITORS, *E. J. Stannard*; *E. W. Reeves*.

COUNTY COURTS.

MORLEY v. JONES—Gainsborough, 7th July.

NOTICE TO QUIT—AGRICULTURAL HOLDINGS ACT, 1883, s. 54—WHOLLY PASTORAL HOLDING—LAND LET WITH HOUSE AND SHOP AT SOME DISTANCE FROM IT.

In giving judgment in this case, which had been heard at the preceding sitting of the court, Judge STEPHEN said: This was an action to recover possession of a house, shop, and field at Willingham, and as to which I reserved my judgment. It was proved or admitted that the plaintiff was entitled to judgment provided she had given defendant sufficient notice to quit. She gave, in fact, a six months' notice, expiring at the end of the year of tenancy, and such notice would be sufficient unless a certain agreement created a tenancy which came within the Agricultural Holdings Act, 1883, and consequently required a year's notice to determine it. This agreement was as follows: "I, Mary Morley, agree to let the house and shop and five acres of grass land, situate at Willingham, at a rent of £22 a year. Dated, the 29th of March, 1887.—Mary Morley. P.S.—Fixtures to be taken by either landlord or incoming tenant at a valuation, the tenancy to commence the 9th of April, 1887, the trees to be removed and the yard to be made to suit the said tenant's convenience. The landlady to do the outside painting and to find paint for inside, and the tenant the labour, the field to be used to suit the said tenant's convenience, also the hay, and to be allowed the tenant right when going out." It was proved or admitted at the hearing that the house and shop above referred to were in the midst of the

village, and the grass land about half a mile off on the outskirts, that the house and shop had sometimes been let separately from the field to different tenants, that previously to the agreement the defendant was in the occupation of the house and shop, but not of the field, which was let to him when the agreement was signed, and that since that time he has carried on the business of the shop (a general one) and lived in the house. Now if we take the words of section 54 of the Act itself, it may be shortened for the purpose before me by discarding certain portions of it which are clearly outside the present case. Thus the "holding" here has nothing to do with a market garden, nor is it demised to a servant of the defendant. If therefore it is excluded from the Act, it may be because it is not either "wholly agricultural, and as to the residue pastoral." And here again we may dismiss the word "agricultural," inasmuch as in the case before me no part of the holding is "agricultural," which I take it refers only to land cultivated for profit in some way, and not to natural grass land, and consequently all that remains is to determine whether the holding in question is or is not "wholly pastoral." Now as the tenancy includes a grass field in which cattle are or might be grazed, it would, in my opinion, be a holding "wholly pastoral," and as such within the Act, notwithstanding there were on or immediately adjacent to such field a cottage or house occupied by the tenant as his residence, because in such case I should consider such residence to be auxiliary only to the land taken with a view to its profitable occupation, and I should hold that the residence in the house or cottage under such circumstances would not affect the nature of the holding or prevent it being "wholly pastoral." But in the present case the residence of the tenant let with the field is not only separated altogether from the field by a considerable distance, but has connected with it a shop carried on by the tenant for profit, and the rent for such house, shop, and land is apportioned between the three. Here I come to the conclusion that the land is auxiliary only to the residence and shop, hence that the holding by the tenant cannot be said to be "wholly pastoral." I may remark that a somewhat analogous test has been held to be proper to determine the question whether a servant is agricultural or domestic—that is to say, it has to be settled whether his or her services were in the main agricultural or in the main domestic. I decide therefore that the tenancy is not within the Act, and there will be a verdict for the defendant with costs, possession in a month.—SOLICITORS, *Robbs, Gainsborough*; *Bescoby, Retford*.

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

The following are extracts from the annual report of the council:—
Number of Members.—The society now consists of 5,120 members, of whom 2,735 practise in town, and 2,385 in the country; 295 new members have joined the society during the past year, but the society have lost through death and other causes 112; so that the actual increase is 183.
Lectures and Law Classes in the Provinces.—In the annual reports for 1886 and 1887 the council stated that if lectures and classes could be established in local centres, such as Bristol, Exeter, Leeds, Manchester, and other places, the society would contribute in aid of the scheme a sum equal to the contribution of the local society, but not exceeding £100 in each case—such grants to be reconsidered every year. Lectures and classes have now been established at Birmingham, Liverpool, Manchester, and Newcastle-on-Tyne, to each of which districts the council have made grants; those made to Liverpool and Manchester having been under special circumstances increased in each case to £150. With respect to Manchester, it appears that the endowment of the Chair of Law at Owens College, amounting to upwards of £6,000, was derived from funds contributed by the members of the profession and their friends, and that the annual amount expended is over £250. It was thought that this sum might fairly be considered as equivalent to a contribution by the profession in Manchester towards the expenses of the lectures. In October last the council again addressed communications to the other fifty provincial law societies, asking whether any provision for the legal education of articled clerks existed in their districts, and whether a desire for the establishment of any system for the purpose prevailed amongst the members of the profession there. No replies were received from 19 of the societies, and of the 31 from whom answers were received 18 were of opinion that the establishment of lectures in their districts would not be attended with success; two before giving any definite reply wished to know what the council were prepared to do. The remaining eleven societies were of opinion that some system of lectures and classes was very desirable, and would be attended with success. In March last the council addressed a communication to the law societies in four of the places in which it was stated that lectures and classes could be successfully established, as to what contribution would be required from this society, and what amount the local society would be prepared to contribute towards the expenses of the lectures. The council also asked to be furnished with the details of any scheme which would be best adapted to each particular district. A similar letter was sent to a solicitor in another district (where there is no law society), who had suggested the establishment of lectures and classes there. No scheme has been suggested by any of the districts referred to, except Manchester.
Examination of Articled Clerks in Barbados.—The president and the secretary, in November last, had an interview with the Attorney-General for Barbados on the subject of an application that this society should conduct the Final and Intermediate Examinations of all persons seeking to be admitted to practise as solicitors in Barbados, the object being that the candidates should feel that they had passed the same examination as was required in England. The Attorney-General stated that by an Act of 1882 the governor had obtained powers enabling him to arrange with the

society for the purpose, and that the colony would bear all the expenses. The council thought this a fitting opportunity of increasing the influence of the society in the improvement of legal education in the Colonies, and they have informed the governor, through the Colonial Office, that they will be prepared to conduct the examinations under proper regulations. It is not improbable that the example thus set may be followed by other Colonies.

Extension of the Society: its Functions and Powers.—A paper read by Sir Henry Watson Parker at the special general meeting held in June, and entitled "The Extension of the Society: its Functions and Powers," which was very favourably received by the society, has been considered. The three points raised in the paper referred to were: (1) Whether it is desirable that every practising solicitor should of necessity be a member of the society. (2) Whether the society should, subject to an appeal to the court, be invested with the disciplinary powers over solicitors which are now exercised by the court. (3) Whether the society should have summary power over solicitors who, in contravention of the law, allow unqualified persons to practise in their names. The council considered that the first point opened a very large and important question, upon which, before taking action, it would be necessary to consult the profession generally. Upon the second point the council were of opinion that it would be for the interests of the profession that such powers should be sought for. The present process for punishing delinquent solicitors is complicated, and involves unnecessary expense and waste of energy, and the functions now exercised by the court, at a considerable cost to the society, could be well exercised by the council alone—subject, of course, to the practitioners affected having the right to appeal to the court within a prescribed time. The council considered that it would also be beneficial that the society should have summary power over solicitors who, in contravention of law, allow unqualified persons to practise in their names. These irregular practitioners are pests to the public and the profession; but, however notorious the cases, there is great difficulty in bringing about a conviction, inasmuch as guilt can only be proved out of the solicitor's own mouth, or the mouth of his so-called clerk, and the council are very seldom able to get sufficient facts to make out a *prima facie* case for an application to the court. It would very much facilitate the getting at the facts in cases of this nature if the council were empowered at the outset to examine the suspected solicitor on oath, without going to the expense of applying to the court and then having the case referred to the master; and it is believed that, if the council had summary power in cases of this nature, it would go very far to suppress, if not entirely to eradicate, the objectionable practice referred to. For these reasons the council determined to seek the acquisition of further powers. The death of the Clerk of the Petty Bag, whereby that office became vacant, rendered it necessary that provision should be at once made for the care and custody of the Roll of Solicitors, which, in the opinion of the council, should be vested in this society, who already hold the office of Registrar of Solicitors. The council submitted a report on the subject to the Master of the Rolls, and had an interview with his lordship upon it. He expressed himself as generally in favour of the proposals of the council, and stated that, if the council would prepare a Bill embodying their views, he would, if he approved of it, introduce it into the House of Lords, and that in the meantime the duties hitherto performed by the Clerk to the Petty Bag would be discharged under his lordship's personal direction. A Bill has accordingly been drafted, and forwarded to the Master of the Rolls, who will, it is hoped, introduce it into the House of Lords during the present session, but the extent of the disciplinary powers to be vested in the society has not as yet been settled.

Annual Certificate Duty.—The council have again considered the Bill for the abolition of the Annual Certificate Duty paid by solicitors, and adhere to their opinion that it is not expedient to support the measure. In 1886 the council addressed a circular to the provincial law societies to ascertain their views on the subject. Only seventeen out of the fifty provincial law societies answered the circular. Of these seven approved of the principle of the Bill, and ten disapproved of it; and at the special general meeting of the society, held on the 30th of April, 1888, the matter was discussed, but, as there was no unanimity of opinion, the motion for the approval of the principle of the Bill was withdrawn.

Exemption of Solicitors from serving on Coroners' Juries.—The County Juries Act (6 Geo. 4, c. 50), s. 2, absolutely frees solicitors actually practising and taking out their annual certificates from serving upon any juries or inquests whatsoever, or from being returned or inserted in the lists prepared by virtue of that Act. Notwithstanding this enactment, coroners have continued to summon solicitors to act as jurymen at inquests, to their great annoyance and inconvenience. In 1840, when several members of the Incorporated Law Society were so summoned, the opinion of the Attorney and Solicitor-General for the year (Sir J. Campbell and Sir Thomas Wilde—both afterwards Lord Chancellors) was taken on the point. They advised that attorneys and solicitors of the superior courts were not liable to serve on coroners' inquests, and that, if summoned, the attorney should attend and claim his privilege, and if fined by the coroner, should contest the validity of the fine in the Court of Exchequer. After the publication of this opinion directions were given to the summoning officers not to call for the attendance of solicitors, but these directions have of late years not been adhered to, and coroners are in the habit, up to the present time, of summoning solicitors. The coroners contend that all inquests held by coroners in virtue of their office are excepted from the County Juries Act, 1825, and that section 52 of that Act empowers all coroners to take and make all inquests and inquiries by juries of the same description as they had been used and accustomed to do before the passing of that Act, and that the Juries Act, 1870 (33 & 34 Vict. c. 70, s. 9), which re-enacts the exemptions in the Act of 1825, does not affect the question, as it provides that both Acts are to be construed

as one. The council do not concur in this view; but in order to remove any doubt about the matter, they have prepared a clause, which they have forwarded to the Lord Chancellor, requesting him to insert it in the Coroners' Bill of this session.

Sittings of the Queen's Bench Division.—In November last a special committee was appointed to consider and report upon the resolution following on a paper read by Mr. Munton at the general meeting in June, as to the sittings of the Law Courts and the general question of legal delays involved therein. The president requested Mr. W. Walton, Mr. C. A. Coward, Mr. J. M. Johnstone, Mr. T. P. Griffiths, and Mr. F. K. Munton, members of the society who have a large experience in the trial of actions, to consider what alterations appeared to them to be necessary with regard to the list of causes for trial in the Queen's Bench Division, and a report was prepared embodying suggestions received from those gentlemen. This report was communicated to the Bar Committee, and a joint committee nominated by the Bar Committee and the council was appointed to consider the report. A meeting of the joint committee was held, when a sub-committee was appointed to settle the report, subject to certain instructions. The sub-committee did so, and the amended report was again considered by the joint committee and adopted. This report has been approved by the Bar Committee and the council, and has been communicated to the judges, accompanied by a letter signed by the chairman of the Bar Committee and the president of this society.

Rules of the Supreme Court.—The council have addressed a communication to the Bar Committee suggesting that a joint application should be made to Parliament that representatives of both branches of the profession should be added to the Rule Committee; or, failing that, that some steps should be taken to secure a statutory right on the part of barristers and solicitors to be consulted before any rules are promulgated.

Distringas.—A case occurred recently in which a distringas was placed on a current banking account by means of a notice issued in a summary way out of the central office of the Royal Courts, under order 46 of the Rules of the Supreme Court, 1883. In the case in question there was an agreement between A. and B. as to a sum of money to be used for the purposes of B.'s business. Some time afterwards a dispute arose between them as to the application of this money by B., and without any notice to B., or commencing any action, A. filed an affidavit in the form prescribed by the order entitled in the matter of the agreement, and of the Act 5 Vict. c. 5, and stating that he was beneficially interested in the sum of money comprised in the agreement; and in the notice attached to the affidavit, A. alleged that the money or "the balance thereof" was then standing to the credit of B. at a certain joint-stock bank. A. then served the bank with an office copy of the affidavit and notice, and the bank was advised by counsel that the notice having been issued by the court, and there being an amount standing to B.'s credit, it must be regarded. It was the practice of the Court of Chancery to issue its writ of distringas (for which the notice of distringas is now substituted) in cases similar to those in which a restraining order might be issued, and by section 4 of the above-mentioned Act a restraining order is made to apply only to stocks and shares and the dividends thereon. It appears, therefore, that the rule is in excess of the statutory power of the court, whose jurisdiction in this respect is solely derived from 5 Vict. c. 5, and that the word "moneys" cannot be brought within that Act. The council addressed a communication to the Lord Chancellor to the effect that a distringas notice ought to have no more extended application than a restraining order, and that rule 3 of the said order 46 should be so altered as to bring it into accord with section 4 of the Act—as, for instance, substituting the word "dividends," or the words "dividends and interest," for the word "moneys." It was pointed out to his lordship that the distringas applies to a public company only, so that if it should be held to attach to a current banking account, the anomaly would be introduced in practice that such an account, if kept at a joint-stock bank, could be affected by the process, whereas, if kept at a private bank, it could not be touched. The council will continue to give this matter attention.

Land Transfer Bill, 1888.—The most important measure before Parliament, so far as members of the legal profession are concerned, is the Land Transfer Bill, which was introduced by the Lord Chancellor in the House of Lords, and, after having been read a second time, was referred to a select committee, who have not yet reported it to the House. The council have devoted a great deal of time and consideration to this Bill, and have received, both from individual members of the profession and from the provincial law societies, very great assistance and support. A large and influential conference of the various law societies was held at the Law Institution on the 14th of March, at which resolutions against the compulsory principle of the Bill, and recommending, if that principle were adopted, various amendments in the scheme, were unanimously adopted and were forwarded to the Lord Chancellor and other members of the Government. More than one deputation attended his lordship and were heard with great courtesy and attention, but his lordship did not feel able to comply with the request urged upon him in many quarters, that the select committee, to whom the Bill was to be referred, should be at liberty to take evidence. The papers prepared by the council, or by individual members of that body, explaining the object and effect of this Bill, and the grave objections to the scheme as originally embodied in it, have been issued to all members of the society as well as to all the peers, and specially to the members of the select committee, to whom were also submitted formal amendments intended to carry out the recommendations of the conference. Whether the Bill in any form will become law this session is at present a matter of great uncertainty, and the council do not think they can usefully consider its details at this time.

Settled Land Act (1882) Amendment Bill.—Prior to the Settled Land Act,

1882, the only mode in which a tenant for life having no resources other than the estates could execute drainage or similar improvements was by borrowing money under the General Land Drainage and Improvement Acts, the Limited Owners' Residences Act, or the Improvement of Land Act, the scheme of which provided for repayment of the charge by an annual sum extending over a period of about twenty-five years. By the Settled Land Act, 1882, s. 25, drainage and similar works were included among the objects for which the application of capital was sanctioned, and a tenant for life desiring since the passing of the Act to lay out moneys for drainage or similar purposes can, under section 21 of the Act, call upon the trustees to apply capital for that purpose, but in the case of *Re Knatchbull's Settled Estate* (27 Ch. D. 349), Mr. Justice Pearson decided that the section was not retrospective, and did not authorize the redemption out of capital of charges created prior to the passing of the Act. The case was (in accordance with a suggestion of his lordship, made after the judgment had been given) carried to the Court of Appeal (29 Ch. D. 588), by whom the decision was affirmed. Inasmuch as the Settled Land Act now authorizes the execution of drainage and other improvements of that nature out of capital, the council were of opinion that the same principle should apply to the redemption of charges created for similar purposes prior to the passing of that Act. The council considered the matter to be one of great importance to landowners, as, owing to depression in agriculture and other causes, rents are seriously diminished, while expenditure on estates is greatly needed; and they, therefore, prepared a Bill on the subject, which they submitted to the Lord Chancellor, who introduced a clause into the Land Transfer Bill of last year. Upon that measure being withdrawn, a short Act was passed to meet the difficulty pointed out by the council, and its provisions have been widely taken advantage of.

Liability of Trustees Bill.—The council have referred in previous reports to the efforts from time to time made by them with the view of facilitating the transaction of business by trustees, and affording them protection in cases in which, under the present law, they may innocently incur liability. Much inconvenience was caused to trustees and others by the decision in the case of *Bellamy v. Board of Works* (24 Ch. D. 387) that trustees cannot authorize their solicitors to receive money for them under section 56 of the Conveyancing Act, 1881. Another difficulty was created by the case of *Dunn v. Flood* (28 Ch. D. 586), in which a purchaser was allowed to rescind his contract on the ground that the vendors (who were trustees) had sold under depreciatory conditions; and in the case of *Dance v. Goldingham* (21 W. R. 761) trustees were held personally liable for selling under such conditions. Recent decisions have tended to enforce more strictly the duty of trustees not to lend more than a certain proportion of the value of any property offered as security. The rule generally recognized has been that trustees may lend not exceeding two-thirds of the value of agricultural land and not exceeding one-half of the value of houses. Recent experience proves that the value of house property fluctuates no more than the value of land. Insurance and other companies, who are amongst the most prudent investors, freely lend two-thirds of the value of house property, and, if trustees are not permitted to do so, they are practically forbidden to invest their trust funds on mortgage of house property. The range of investments available for trustees is now so limited, and the rate of interest of most of the available securities so small, that it is very important for their *cestuis que trust* that they should not be excluded from this class of security. The increasing practice in sales by auction, of restricting the title to a shorter date than that required by law in the absence of special stipulation, adds to the difficulties of trustees, and exposes them to risks which ought not to fall on them. A further difficulty has recently arisen in consequence of a dictum of the judge in the case of *Fry v. Tapson* (32 W. R. 113) that trustees are bound to employ a local surveyor. Persons acting for themselves continually employ surveyors from a distance to make valuations of property, and very often this is desirable. Until recently a trustee having once incurred a liability could never get relieved of it, even by bankruptcy; but the Bankruptcy Act, 1883, s. 36, for the first time enacted that a discharge under the Bankruptcy Act should release a trustee from liabilities for any breach of trust, except in case of a fraudulent breach of trust, to which the trustee was knowingly a party, and there seemed no reason why a trustee should not have the same protection as everyone else has against stale claims. The council endeavoured to meet some of these points by circulating amongst the profession a clause for insertion in wills and settlements, but as this was considered inadequate they prepared a Bill to give trustees legislative protection. The council forwarded a print of the Bill to Lord Herschell, with a request that he would introduce it into the House of Lords, which he did. They had subsequently several interviews with him on the subject of the Bill and some suggested amendments, of which his lordship approved. The Bill was read a second time, and referred to a Select Committee, who reported in favour of it with amendments. It is hoped that before this report reaches members the Bill will have passed the House of Lords. The Bill, in addition to meeting the points to which attention has been drawn, contains a provision that trustees who improperly advance trust money on a mortgage security which would have been a proper investment in all respects for a less sum than was actually advanced, shall only be liable to make good the sum advanced in excess of the authorized proportion. This section applies to investments made as well before as after the commencement of his Act, unless some action or other proceeding be pending with reference thereto at the commencement of the Act. The Bill also provides that a trustee may lawfully invest any trust funds in his hands—(a) in any of the stocks, funds, or securities in or upon which cash under the control or subject to the order of the court may from time to time be invested; (b) in any securities the interest of which is or shall be guaranteed by Parliament; (c) in consolidated stock created by the Metropolitan Board of Works;

(d) in the debenture, preference, guaranteed, or rent-charge stock of any railway company in Great Britain or Ireland, incorporated by special Act of Parliament, and having during each of the ten years last past, before the date of investment, paid a dividend on its ordinary stock or shares; (e) in nominal debenture stock issued under the Local Loans Act, 1875; (f) in such inscribed stock of any British colony as the court, on the application of the trustee, may sanction; (g) in the purchase of freehold ground-rents. In 1884 the council urged upon the Lord Chancellor that power should be given to trustees to invest all trust funds on the securities specified in section 21 of the Settled Land Act, 1882, and with the consent of the court or a judge (1) in the purchase of land or in the guaranteed or preference stocks of railway companies having previously paid dividend on ordinary stock for ten years continuously; (2) on the security of any local authority in Great Britain authorized by Parliament to borrow money; (3) in the Government security of any colony or dependency of Great Britain, including railway stock guaranteed by the Indian Government; but his lordship did not at the time see his way towards taking any steps in the matter. Under the Bill a power to invest trust money in real securities will authorize and be deemed to have always authorized an investment upon mortgage of property held for an unexpired term of not less than 200 years, and not subject to any reservation of rent greater than 1s. a year, or to any right of redemption, or to any condition for re-entry except for non-payment of rent. The council hope that the Bill will become law during the present session.

(To be continued.)

GLOUCESTERSHIRE AND WILTSHIRE INCORPORATED LAW SOCIETY.

The annual meeting of this society was held at the Severn Bridge Inn on the 11th inst. There was a full attendance of members, including the president (Mr. Ellett, of Cirencester), Messrs. A. S. Helps, E. W. Coren (hon. sec.), J. W. Coren, of Gloucester, Wintle, M. F. Carter, D. J. Wintle, of Newnham, C. F. Gale, E. L. Baylis, J. W. Gabb, of Cheltenham, W. S. Jones, W. Forrester, of Malmesbury, W. Warman, A. J. Morton Ball, R. H. Smith, of Stroud, Bevir, of Wootton Bassett, A. H. Chanter, of Wotton-under-Edge, Tudway, E. C. Sewell, Haygarth, of Cirencester, G. B. Smith, of Nailsworth, &c., &c.

The report of the committee was adopted. Grants amounting to £80 were made in favour of the families of deceased solicitors, and a donation of ten guineas voted to the Solicitors' Benevolent Association.

Mr. A. S. Helps was elected vice-president for the ensuing year, and the committee and officers were appointed.

Mr. W. S. Jones moved, pursuant to notice, "That the sum of £105 be handed by the society to the president, and that he be asked to accept that sum in recognition of the society's great obligation to him for his very valuable services to the society during the five years and upwards that he has held the office of president and represented the society on the Council of the Incorporated Law Society." The motion was seconded by Mr. Wintle and carried unanimously.

Mr. ELLETT, in thanking the society, expressed his wish that the money should be applied to benevolent purposes connected with the profession in such a way as to be at the disposal of the president for the time being of the society, and a committee was appointed to settle a scheme for carrying out this suggestion.

The members then proceeded by special train, accompanied by Mr. G. W. Keeling, engineer of the Severn and Wye Railway, on an excursion through the Royal Forest of Dean, and subsequently dined at the Speech House Hotel in the forest, when the chair was taken by Mr. Wintle.

The usual toasts were given, and in responding to the toast of "Prosperity to the Gloucestershire and Wiltshire Law Society."

Mr. ELLETT referred with approval to the Solicitors' Bill recently introduced into the House of Lords by Lord Esher, proposing to transfer to the Incorporated Law Society the duties of the office of petty bag recently become vacant, whereby the society would become sole custodians of the roll of solicitors, and proposing to confer upon a "discipline committee" of the society power to deal with applications for striking solicitors off the rolls, subject to confirmation by the court.

The following are extracts from the Report of the Committee:—
Members.—The present number of members is 104.

Land Transfer.—The principal measure of Law Reform of the Session, to which the attention of the committee has been closely directed, is the Land Transfer Bill, which has again been introduced in the House of Lords. In anticipation of the Bill being re-introduced, the Council of the Incorporated Law Society invited communications from the Provincial Societies on certain specified points. The following replies were sent to the council by your committee:—1. The question whether registration is necessary or expedient appears to the committee to be one of general policy. The committee do not think that registration, compulsory or otherwise, will make the transfer of land more easy or less expensive than at present, and yet those are understood to be the main objects of registration. Easy transfer depends upon simplicity of title, and in the opinion of the committee the Conveyancing and Settled Land Acts, supplemented by well-considered legislation in the direction of assimilating the Law of Real and Personal Property, would do all that is required. As to the effect of registration upon the cost of transfer as compared with the present system, it seems to the committee that registration will not obviate the necessity for investigation of title nor make it in all cases easy to effect a transfer, and it certainly will not put an end to the vicissitudes of life, out of which the difficulties of title and transfer mostly arise. That being so, the necessity for the intervention of a solicitor

will continue, and he must be remunerated, and it follows that the expense of transfer will be increased by the cost of registration. The committee have taken steps to obtain information as to the charges usually made in this district for conveyancing business in cases of £100 and under £200 respectively, and it appears that generally speaking the scale fees are charged except in cases of sales and purchases through the medium of Building Societies. The effect of compulsory registration upon the operations of these societies must be very serious. In some cases in this district the charges to members of Building Societies for conveyances and mortgages not exceeding £100 is only £1 1s., and to double or more than double this charge by the fees on Registration must tend to check the small land purchases which it has been the object of the legislature to encourage. The committee have dealt with the question of the necessity or expediency of registration and its cost at the request of the Council, but they are of opinion that inasmuch as both political parties are pledged to the principle of registration, it will be wiser on the part of the profession to confine its attention to the details of the scheme rather than to offer any opposition to the principle of the Bill.

2. The committee are strongly of opinion that the proposed registration of the grantor as well as of the grantee is unnecessary and will occasion useless expense. 3. If registration is to become general throughout the country it must, in the opinion of the committee, be by means of district registries, not less numerous than county registries, though for facility of search it may be desirable to provide for the transmission of copies of the entries in district registries to the principal registry as is done in the case of probate registries. 4. The committee do not think that a title should be registered as absolute, without investigation. They therefore object to the proposal to confirm possessory titles as absolute after five years' advertisement. 5. The committee approve of the principle of assimilating the Law of Real and Personal Estate, but they think the proposal to create a life estate in a surviving husband or wife is objectionable as creating a new distinction. 6. The committee consider the Bill suspiciously vague as to the intended status of solicitors in regard to practice in the office of land registry. It should be made clear that none but solicitors will be allowed to conduct business in the registry for reward, and the scale of solicitors' Costs should be determined by the tribunal established by the Solicitors' Remuneration Act. 7. The rules should be scheduled to the Bill, as it is impossible without them to form any clear opinion as to the working of the scheme.

Conditions of Sale charging Auction Fees to Purchasers.—This question again claims the attention of the society. Its history is as follows: At the annual meeting in 1879, a resolution was passed recommending members to discontinue the practice of charging solicitors' fees (or contract fees) on sales by auction. At the annual meeting in 1881 dissatisfaction was expressed that the resolution of 1879 was disregarded by some members. A circular was therefore issued in November, 1881, to all members calling attention to the resolution and urging that its recommendation should be adopted. In the report for 1882 reference is made to similar resolutions of the Bristol Law Society, and of the solicitors practising in Gloucester. The resolution of the annual meeting of 1879 applied only to contract fees of vendors' solicitors. At the annual meeting, 1886, after full discussion, the following resolution was adopted:—"That the society recommends the discontinuance of the practice of charging purchasers with Auctioneers' fees at auction sales." A circular embodying this resolution was sent to each member in November 1886, and was set out in the report of 1887, which report was adopted by the society. The circumstances under which the question again calls for consideration are as follows: In July last a complaint was made to the committee by a member of the society that another member, acting as vendor's solicitor on a sale of property by auction, had made it a condition of sale that the purchasers should pay a fee of several guineas to the auctioneer, and a like fee to the vendor's solicitor for the contract. The committee called the attention of the vendors' solicitor to the resolution of the society on the subject, but he declined to follow its recommendation, alleged that other solicitors were in the habit of using the same condition, and tendered his resignation. The committee requested that the resignation might be, and it has been, withheld, and they undertook to bring the matter before the ensuing general meeting. It is necessary to bear in mind the distinction which exists, and has been previously recognised, between the auctioneers' fee and the solicitors' contract fee. The latter has now for many years been given up by the majority of practitioners not only amongst the members of the society but amongst non-members and in other districts in which the practice formerly prevailed. This alteration in the practice was brought about by strong expressions of opinion on the part of the Council of the Incorporated Law Society, and by a growing desire on the part of the provincial societies to secure uniformity of practice. At the same time it is no doubt true that some solicitors have adhered to the old custom, and although the committee regret that the practice should not be uniform (especially amongst the members of the Society), and are still of opinion that the better practice is that which the Society has recommended there seems to be nothing in the old custom in the nature of unprofessional conduct, so long as credit is given to the vendor for the fees paid by the purchaser. The resolution of the society as to auctioneers' fees is much more recent, and the instances in which it has not been acted upon are more numerous. Moreover, since that resolution was passed, a new point has arisen, which has a material bearing upon the question. The Solicitor's Remuneration Order has been judicially construed, so as to deprive the vendor's solicitor of all remuneration for the business of preparing for and conducting the auction where the auctioneer is paid by the vendor, even though the payment is by way of fee or fixed charge. This has led to the suggestion that if by the conditions of sale the auctioneers' charge is made payable by the purchaser, the vendors' solicitor may properly charge the scale fee for conducting the sale. The committee understand that eminent counsel have advised that this view is incorrect, and that it has been acted upon in the taxing office. It is further understood that an appeal to the House of Lords is now pending, which it is hoped will lead to a final decision on the construction of the Remuneration

Order as to vendor's solicitor's costs on auction sales, and in these circumstances the committee recommend that the further consideration of the question should stand over until the result of this appeal is known. It may, however, be desirable to consider what is the proper attitude of the society with reference to cases in which resolutions such as those under discussion are dissented from by some of its members. The committee recognise a wide difference between such resolutions and those which relate to dishonourable or unprofessional conduct. The objects for which the society is established do not include the maintenance of rigid uniformity of practice in matters not involving an "intent or tendency" contrary to the "character of a liberal profession," or "an honourable course of practice," and it appears to the committee that the proper course is to treat these resolutions as expressing the general sense of the society as to the best practice, and not as rules, the observance of which is to be a condition of membership.

LAW STUDENTS' JOURNAL.

RECENT STUDENTS' BOOKS.

CONTRACT.

PRINCIPLES OF THE ENGLISH LAW OF CONTRACT AND OF AGENCY IN RELATION TO CONTRACT. By Sir WM. R. ANSON, Bart., D.C.L., Barrister-at-Law. FIFTH EDITION. Clarendon Press.

The fifth edition of Sir William Anson's work on contracts is calculated to maintain his reputation as the author of a really scientific treatise of an elementary nature. His work has long been the text-book on contracts at Oxford, and should certainly always be used—as to some extent it occasionally is—by candidates proposing to enter for the solicitors' examinations, who would find their acquisition of legal knowledge on this subject greatly facilitated by reading a work which aims at scientific arrangement. In the present edition the well-known case of the *Great Northern Railway Co. v. Witham* has been reconsidered. The author has also rewritten the chapter on innocent misrepresentation, clearly setting out the disparate views taken on this subject by the courts of common law or chancery prior to the Judicature Acts, and the effect of these Acts as explained by the recent decisions of *Redgrave v. Hurd* and *Newbigging v. Adams*. As regards the formation of contract, the propositions on offer and acceptance, and those on discharge of contracts by breach and impossibility will well repay any student who carefully studies them; while he will nowhere, to our knowledge, find treated more clearly and pointedly the conflicting views to be extracted from *Cooke v. Osley*, *Byrne v. Van Tienhoven, &c.*, on the subject whether notice of the revocation of an offer must be communicated, than on pages 27 to 33 of the present work.

CRIMINAL LAW.

A SELECTION OF LEADING CASES IN THE CRIMINAL LAW. By WALTER S. SHIRLEY, B.C.L., &c., Barrister-at-Law. Stevens & Sons.

Shortly before his death Mr. Shirley followed up his selection of leading cases on common law by a shorter selection on criminal law. In the present work he has almost abandoned his attempt at amusement which he tried to combine in the earlier treatise with the instruction of the student. Still, the original idea appears now and again in the phrase "Mr. Robert," the statement of facts in *R. v. Fiddlingham*, and in several side notes—"kick or brandy," "the old plank story," "a butcher boy's little game." The selection consists of about 100 cases, chiefly of recent date—in fact, all the most recent cases appear to be included. Although the finer points connected with larceny, false pretences, &c., are the most interesting part of criminal law, still thirty-one per cent. of cases is rather too heavy a percentage to award these matters out of the whole field of criminal law. On larceny by finders we should have expected *R. v. Thurborn* to be given, and the case of *R. v. Ashwell* should have been more thoroughly dealt with. While the book will not add greatly to the stock of knowledge of any well-read student, he will find it a useful little work in conjunction with Harris, as it is lucid and contains but few inaccuracies.

COMMON LAW.

PRINCIPLES OF THE COMMON LAW. By JOHN INDERMAUR, Solicitor. FIFTH EDITION. Stevens & Haynes.

We know of no book on common law so widely read by law students as Mr. Indermaur's "Principles." For many reasons it is the most convenient work they could read, for though chiefly elementary, yet on some matters often set at examinations it goes sufficiently into detail. As soon as standard works are produced by other writers on some branch of common law, Mr. Indermaur observes whatever may be useful and practical for students, and so from time to time improves the subsequent editions of his work. The present edition brings his work pretty well down to date, recent decisions being duly incorporated. Amid the mass of recent decisions we consider that a few he notices would perhaps be just as well left out of an elementary work. The author has not summarized with his usual care the substance of the recent cases of *Walsh v. Lonsdale*, *Cotesworth v. Johnson*, *Swain v. Ayres*, *Furness v. Bond*, on the position of tenants under agreements for leases. Under contracts which must be in writing, an improvement would be effected by omitting from the list given several matters which are really transfers or conveyances. A tendency is being, unfortunately, shown to relegate a great deal of important matter to footnotes. Mr. Indermaur closes his useful work with a criticism on the soundness of the recent decision of *Turner v. Hockley*, the

bearing of this and former cases on conversion by innocent bailees being discussed in an appendix.

QUEEN'S BENCH PRACTICE.

ACTION AT LAW: QUEEN'S BENCH PRACTICE, FOR BAR AND SOLICITORS' EXAMINATIONS. By JOSEPH A. SHEARWOOD, Barrister-at-Law, &c. G. Barber.

This little pamphlet consists of fifty-one pages of text and three of index, the text consisting chiefly of questions and answers on the leading steps in an action. The work will be found useful for revision purposes to any bar student who needs to see the chief steps in an action clearly arranged, but it will not benefit much an articulated clerk entering for his final if he knows anything about practice or hopes to pass.

RESULTS AT THE RECENT BAR AND SOLICITORS' EXAMINATIONS.

At the recent June final examination 370 entered, of whom 265 passed; at the intermediate, out of 255 as many as 184 succeeded. The percentage of failures—28·3 and 27·8 respectively—compare with 44·5 and 30·7 at the April examination. The April and June final examinations shew a greater percentage of failures than that held in January, and we expect the new system will continue to produce an increased number of rejected candidates. We are informed that over 140 entered for honours, which is the heaviest number of entries for that examination which has ever occurred, but this is only one of the natural results of the new system, and was one of the forecasts which we drew in our issue of the 31st of December, 1887. It would have been better if the society had thoroughly provided for an increase of entrances instead of making the numbers an excuse for postponing the result for an additional week. As the examination was held on June 22, and the result is not forthcoming till July 27, a great deal of the interest taken by candidates in this competition dies away, and the want of despatch shewn compares very badly with the alacrity displayed by other examining bodies; surely a month is ample time to look over and classify most carefully 150 to 200 sets of papers. At the Trinity bar examinations 72 passed the General out of 84, and 39 the Roman law out of 45. The number of men qualifying for the bar is, apparently, rapidly diminishing.

LEGAL NEWS.

OBITUARY.

MR. JOHN PITT TAYLOR, barrister, many years a judge of county courts, died at his residence, 58, Eccleston-square, on the 17th inst., in his seventy-seventh year. Mr. Taylor was the third son of Mr. Thomas Taylor, of Croydon, and was born in 1811. He was educated at Eton, and at Christ Church, Oxford. He was called to the bar at the Middle Temple in Trinity Term, 1837, and he formerly practised in the Court of Chancery. He was best known as the author of a treatise on the Law of Evidence, which has gone through several editions. In 1852 he was appointed by Lord St. Leonards judge of county courts for Circuit No. 47 (comprising Lambeth, Greenwich, and Woolwich), and he held that office till 1886, when he retired on a pension. Mr. Taylor was married in 1840 to the second daughter of Mr. Francis Shircliffe, of Wadale, Yorkshire, but he became a widower in 1876. His third son, Mr. Francis Henry Pitt Taylor, was called to the bar at Lincoln's-inn in Michaelmas Term, 1874. Another son, Mr. Charles Pitt Taylor, is registrar of the Greenwich and Woolwich County Courts.

APPOINTMENTS.

MR. JOHN ARTHUR HUGHES, solicitor, of Barry and Cadoxton, has been appointed Clerk to the Barry and Cadoxton Local Board. Mr. Hughes is clerk to the Cadoxton Burial Board. He was admitted a solicitor in 1884.

MR. CHARLES STEVENTON BARTON, solicitor, of Grimsby, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

MR. LOVELL BURCHETT CLARENCE, senior puisne judge of the Supreme Court of Ceylon, has been appointed to officiate as Chief Justice of Ceylon. Mr. Justice Clarence is the only son of Mr. George Clarence, of Charmouth, Dorsetshire. He was born in 1839, and he was educated at Trinity College, Cambridge, where he graduated as a Senior Optime in 1861. He was called to the bar at the Inner Temple in Hilary Term, 1864, and he formerly practised in the Court of Chancery. He was Deputy Queen's Advocate in Ceylon from 1873 till 1876, when he was appointed a puisne judge of the Supreme Court.

MR. CHARLES MAJOR, barrister, has been appointed to officiate as Solicitor-General of the Leeward Islands. Mr. Major was called to the bar at the Middle Temple in Trinity Term, 1887.

MR. LEWIS TONNA DIBDIN, barrister, has been appointed Chancellor of the Diocese of Exeter. Mr. Dibdin is the third son of the Rev. Robert William Dibdin, and was born in 1852. He was educated at St. John's College, Cambridge, where he graduated as a Senior Optime in 1874. He was called to the bar at Lincoln's-inn in May, 1876, and he practises in the Chancery Division. He is also Chancellor of the Diocese of Rochester.

MR. CLAUDE HAMILTON WHITE, of Maidstone, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

GENERAL.

On the 17th inst. the Chancellor of the Exchequer informed Mr. Watt, in the House of Commons, that the revenue derived from stamps during the last five weeks exceeds that for the corresponding period of last year by about £55,000.

It is announced in the *Gazette* that the Queen has been pleased by letters patent, bearing date the 11th of July, 1888, to declare that the borough of Wakefield shall be a city, and shall be called and styled "The City of Wakefield."

At a meeting held on Wednesday of the Eldon Testimonial Trustees, Mr. George Russell Northcote, fellow of New College, Oxford, was elected twenty-third Eldon scholar. The scholarship, which is worth £200 a year, is open to graduates of the University of Oxford (subject to certain regulations) who intend to study for the bar, and is tenable for three years, unless the scholar in the meanwhile is called to the bar.

A special committee of the Common Council has drawn up a report with the recommendation that, as it is contemplated to relieve Mr. Commissioner Kerr of his duties at the Central Criminal Court, and that thereupon he should give the whole of his judicial time to the duties of the City of London Court, his salary as Judge of the City of London Court be increased from £2,100 to £2,700 per annum, payable out of the City of London Court Fund.

The sporting and residential estate of Corrimony in Inverness-shire has been sold by Messrs. J. Watson Lyall & Co., land agents, of Pall Mall. It comprises more than 10,000 acres, and its grouse moors yield from 800 to 1,000 brace of grouse each season.

At the forty-ninth annual meeting of the Life Association of Scotland held on the 10th inst., at Edinburgh, Mr. Donald Beith, W.S., in the chair, it was reported that the new business effected last year was £896,209. At the 5th of April, 1888, 28,548 policies were in force, assuring (exclusive of bonuses) £12,029,528; the total claims paid under life policies amounted to £4,554,663; cash bonuses paid and bonus additions amounted to £1,534,237. The funds, as invested at the close of the accounts, yield an average return of £4 1s.; a dividend at the rate of fifteen per cent., together with a bonus of 5s. per share, payable at the 12th of November next, under deduction of the interim dividend paid on the 15th of May last.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., July 23	Mr. Clowes	Mr. Pugh	Mr. Godfrey	Mr. Leach
Tuesday ... 24	Koe	Lavie	Rolt	Beal
Wednesday 25	Carrington	Pugh	Godfrey	Leach
Thursday .. 26	Jackson	Lavie	Rolt	Beal
Friday 27	Lavie	Pugh	Godfrey	Leach
Saturday 28	Pugh	Lavie	Rolt	Beal
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KREKWHICH.
Monday, July	23	Mr. Koe	Mr. Jackson	Mr. Ward
Tuesday	24	Clowes	Carrington	Pemberton
Wednesday	25	Koe	Jackson	Ward
Thursday	26	Clowes	Carrington	Pemberton
Friday	27	Koe	Jackson	Ward
Saturday	28	Clowes	Carrington	Pemberton

WINDING UP NOTICES.

London Gazette.—FRIDAY, July 13.
JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

JOHN T. DUCE & SONS, LIMITED.—Petn for winding up, presented July 13, directed to be heard before Chitty, J., on Saturday, July 21. Rowcliffes & Co., Bedford row, agents for Benson & Carpenter, Bristol, solors for petner

KENSINGTON FINE ART ASSOCIATION, LIMITED.—By an order made by Kay, J., dated July 8, it was ordered that the voluntary winding up of the association be continued. Wild & Co., Ironmonger lane, solors for petner

NEW OTTO PRINTING CO., LIMITED.—By an order made by Kay, J., dated June 30, it was ordered that the voluntary winding up of the company be continued.

Vanderpump & Eve, Gray's Inn sq., solors for petner

PHOTOGRAPHIC CO., LIMITED.—Petn for winding up, presented July 11, directed to be heard before Stirling, J., on Saturday, July 21. Harris & Chetham, Fine-bury circus, solors for petner

WILDSMITH'S PATENT STARCH AND SACCHARINE CO., LIMITED.—Petn for winding up, presented July 10, directed to be heard before North, J., on Saturday, July 21. Bartlett, Arthur at West, solor for petners

STANNARIES OF CORNWALL.

LIMITED IN CHANCERY.

CAILOCK TYN AND ARSENIC WORKS SYNDICATE, LIMITED.—Petn for winding up, presented July 3, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on July 24 at 11.30. Chilcott & Son, Truro, agents for Square & Co., solors for petner

FRIENDLY SOCIETIES DISSOLVED.

MINERS' BENEVOLENT SOCIETY, Horse Shoe Inn, Dudley, Worcester. July 7

London Gazette.—TUESDAY, July 17.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ECLIPSE PORTLAND CEMENT CO., LIMITED.—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debt

of claims, to George Odie, 71, Ansdel rd, Nunhead. Tuesday, July 31 at 3, is appointed for hearing and adjudicating upon the debts and claims
GREEN AND CLARKSON BREWERY CO., LIMITED.—Petn for winding up, presented July 16, directed to be heard before Kay, J., on July 28. Graham & Chater, Waterloo place, solors for petner
HULL, EAST YORKSHIRE, AND NORTH LINCOLNSHIRE CONSERVATIVE NEWSPAPER AND PRINTING CO., LIMITED.—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Robert Hodgson, 16, Parliament st, Kingston upon Hull. Friday, Oct 26 at 12, is appointed for hearing and adjudicating upon the debts and claims
NIELD & CO., LIMITED.—By an order made by North, J., dated July 7, it was ordered that the company be wound up. Harrison & Davis, Chancery lane, solors for petner
NORTH CAROLINA ESTATE CO., LIMITED.—Petn for winding up, presented July 17, directed to be heard before Chitty, J., on Saturday, July 28. Smith, Lincoln's inn fields, agent for Spencer & Clarkson, Kelghley, solors for petners
FRIENDLY SOCIETIES DISSOLVED.
SANCTUARY DUDLEY CASTLE, Ancient Order of Shepherds, Blue Boar Inn, Dudley, Worcester. July 11

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.
London Gazette.—FRIDAY, July 13.
GREENBURY, THOMAS, Fishlake, near Doncaster, Independent Minister. Aug 31.
Montgomery v Greenbury, North, J. Morris, Bradford
London Gazette.—TUESDAY, July 17.
TAYLOR, WILMOTTE ANNE, Banbury, Oxford, Grocer. Aug 15. Stevens v Stevens, Stirling, J. Kilby, Banbury

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.
London Gazette.—TUESDAY, July 10.
ALLIN, RICHARD, Nethergate, Norfolk, Gent. Aug 8. Overbury & Gilbert, Norwich
ANDRADE, JOSEPH, Barbican, Merchant. Aug 31. Johnson & Co, Old Broad st
ASPEN, CHARLES, Blackburn, Auctioneer. Aug 6. Whalley, Blackburn
ATKINSON, HENRY, Louth, retired Farmer. Sept 1. Bell & Ingoldby, Louth
BEAULAH, JOHN, Withington, Lancaster, Gent. Sept 15. Whitworth, Manchester
BURIDGE, ALFRED, Leyton, Essex, Gent. July 31. Sandom & Co, Grace church st
CHILD, CHARLES, Watford, Gent, Ironmonger. Aug 13. Rowell & Lomas, Rickmansworth
COUSINS, RICHARD, Harbutt rd, New Wandsworth. Aug 1. Robinson, Essex st, Strand
CURTIS, EDWIN, Upham park rd. Aug 18. Largham, Holborn circus
DAWSON, CAROLINE BLOWER, Holles st, Cavendish sq. Aug 12. Styant, Stone bldgs, Lincoln's inn
DAY, EDWARD MAURICE, Billingham, Lincoln, Physician. Oct 1. Peake & Co, Sheffield
DONALDSON, PETER, Railway Station, nr Ripon, Station Master. Aug 5. Dunnigan & Co, Leeds
FALCONER, JAMES, Oldham, Brass Founder. Aug 4. Ponsonby & Carille, Oldham
GARBUTT, JANE, Mandale, nr South Stockton. Sept 3. Watson & Co, Stockton on Tees
GARNIER, EDMUND MARIE THOMAS, Montague rd, South Wimbledon, Jeweller. July 23. Robins, Pancras lane
HARTLEY, MARK, Colne, Lancaster, Accountant. Aug 4. Carr & Son, Colne
HENDERSON, WILLIAM, Porchester sq, Bayswater, Esq. Aug 10. Bompas & Co, Gt Winchester st
HITCHEN, THOMAS HENRY, Frodham, Chester, Solicitor. July 20. Butcher & Barlow, Manchester; or to Humphreys, Runcorn
HOBSON, ALICE CAROLINE, Sheffield. Aug 18. Burdakin & Co, Sheffield
JACKSON, ANN WATSON, Masham, York. Sept 3. Watson & Co, Stockton on Tees
JONES, JANE, Stanney, Chester. July 23. Moss & Sharpe, Chester
MARK, ANNE, London rd, Twickenham. Sept 1. Peake, New inn, Strand
MORRISON, ROBERT, Riveaux, nr Helmsley, Gent. Aug 8. Hirst & Capes, Harrogate
MATTHEWS, FRANCES, Pittingham, Stafford. Aug 1. Manby & Son, Wolverhampton
MUTER, ROBERT IRELAND, Manchester, Jeweller. Sept 1. Ryland & Son, Manchester
NICHOLSON, BENJAMIN, Millhouses, nr Sheffield, Gent. Aug 31. Swift & Ashington, Sheffield
FLOWDEN, TREVOR CHICHELE, Canterbury, Lieutenant Colonel. January 1. Chilton & Green-Armistage, Bristol
ROSEITER, LUCINDA, Bridport, Dorset. Aug 7. Alford, Crewkerne
SMITH, JANE, Jarrow, Durham. Aug 20. Newlands & Newlands, South Shields
SLACK, HENRY, Chesterfield, Painter. Aug 21. Gratton & Marsden, Chesterfield
SOUTHGATE, MARY ANN, Mildenhall, Suffolk. Aug 4. Read, Mildenhall
SUDGEN, WILLIAM, Leeds, Iron Merchant. Aug 5. Dunning & Co, Leeds
THOMAS, WILLIAM, Alrewas, Staffs, Gent. Aug 31. Barnes & Son, Lichfield
TURNER, BARROW, Abbey rd, St John's Wood, Smith. Aug 13. Todd, South sq, Gray's inn
WALTON, WILLIAM, Edgbaston, Gent. Sept 17. Reece & Co, Birmingham
WARDKILL, ELIZABETH ELLIN, Leeds. Aug 1. Simpson, Leeds
WARDLEY, GEORGE SALE, Lutterworth, Leicester, Draper. Aug 22. Watson & Channer, Lutterworth
WARREN, SARAH, Waverley pl, St John's Wood. Aug 18. Warren & Co, Bloomsbury sq
WOLFENDER, JANE FORSTER, Southport. Aug 20. Taylor, Bolton
WOLSELEY, RICHARD, Meerut, India, Deputy Surgeon General. July 24. Hopgood & Co, Whitehall pl
YOUNG, JOSEPH, Hurworth on Tees, Durham, Painter. Aug 13. Hutchinson & Lucas, Darlington

London Gazette.—FRIDAY, July 13.
RAYLAND, HERBERT, Childswickham, Gloucester, Wheelwright. Sept 19. New & Co, Evesham
RELFPOUR, ALFRED DYER, Milton pl, Bideford, Devon, Esq. Aug 13. Clarkson & Co, Doctors commons
BRIDGMAN, FREDERICK HORATIO, Wigmore st, Cavendish sq, Confectioner. Aug 13. Clarkson & Co, Doctors commons

CHAMBERS, SARAH, Hagley rd, Eggbaston, Warwick. Aug 1. Hickman, Birmingham
CHAMBERLAYNE, LYDIA, Victoria st, Westminster. Aug 20. Lewin & Co, King st
COATES, PRISCILLA, Barton le Willows, York. Aug 11. Hunton, Richmond, Yorkshire
CAREW, WILLIAM HENRY POLE, Antony House, Cornwall, Esq. Aug 11. Walker & Co, Theobald's rd
COOK, CHARLES, Hill st, Peckham, Gent. Sept 1. Whittington & Co, Bishopsgate st Without
CROSS, JOHN TAYLOR, Aigburth, Lancaster, Shipowner Aug 15. Toulmin & Co, Liverpool
DAVIES, JOHN, St Alban's rd, Bootle, Lancaster, Baptist Minister Aug 15. Toulmin & Co, Liverpool
FITCHIE, JANE, Preston, Lancaster July 25. Forshaw & Parker, Preston
FLINT, ALFRED, Springfield rd, Horsham, Soda Water Maker Aug 21. Coole, Horsham
FORBES, JOHN, Carnaby st, Regent st, Publican Aug 13. Clarkson & Co, Doctors commons
JAMES, JOHN, Plas Acton, nr Wrexham, Esq Sept 1. James & James, Wrexham
LEITH, JOHN FARLEY, Dorset sq, Esq, QC Aug 17. Draper, Bromley, Kent
LOVE, HARRY, Gt Guildford st, Southwark, Merchant. Aug 12. Arkoll & Cockell, Tooley st
LOWE, BENJAMIN, Haydock, Lancaster, Brewer. Sept 9. Mayhew & Co, Wigan
MILLS, JOHN, Cheetham, Manchester, Gent. Sept 29. Hewitt & Co, Manchester
MYERS, SOLOMON, Newington Causeway, Jeweller. Aug 9. Lewis & Lewis, Ely place
NICHOLSON, ALBERT HENRY, Devonshire rd, Honor Oak pk. Aug 13. Walls & Co, Queen Victoria st
PRATT, THOMAS OCTAVIUS, Newport, Mon, Physician and Surgeon. Sept 1. Edington, Newport, Mon
PRICE, SILVENE MARIANNE, Brighton. Sept 1. Lydall, John st
SOUTH, JOHN, Southport, Lancaster, Gent. Aug 24. Rodgers & Co, Sheffield
SMITH, HENRY, Littlemore, Oxford, Wheelwright and Carpenter. Sept 15. Walsh, Oxford
SPEAR, ANNA MARIA ROSA, Stoke Damorel, Devon Dec 25. Rooker, Plymouth
THORNTON, WILLIAM HENRY, Scarborough, Doctor of Medicine. Aug 3. Drawbridge & Rowntree, Scarborough
VICKERS, JOHN, Miles Platting, nr Manure Manchester, Manufacturer. Aug 10. Mann & Rooke, Manchester
WILKINSON, WILLIAM, East Grinstead, Esq. Aug 25. Pearless & Sons, East Grinstead
WOOLLEY, CHARLES, Belvedere st, Ryde, I W, Gent. Aug 13. Clarkson & Co, Doctors commons

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 116, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, July 13.
RECEIVING ORDERS.

BAKER, ALFRED, jun, Regent st, Chemist High Court Pet July 9 Ord July 9
BARRETT, TOBIAS, Doncaster, Innkeeper Sheffield Pet July 11 Pet July 11
BARRETT, WILTON, Inverness terr, Hurlingham lane, Gent High Court Pet July 9 Ord July 9
BLADES, RICHARD, Hooley hill, Lance, Hat Peak Manufacturer Ashton under Lyne and Stalybridge Pet June 23 Ord July 11
BONE, EDWARD JOHN, Fulham rd, Watchmaker High Court Pet July 10 Ord July 10
BOTT, SEPTIMIUS, Augustus st, Regent's pk, Milk Dealer High Court Pet June 20 Ord July 10
BRIGHT, WILLIAM, St Thomas the Apostle, Devon, Builder Exeter Pet July 7 Ord July 7
BROWN, ALICE STUART, Sackville st, Piccadilly, no occupation High Court Pet May 26 Ord July 10
BURNETT, JOHN, Leeds, Cab Proprietor Leeds Pet July 11 Ord July 11
BUTON, LEONARD, and LUKE BROUGHTON, Shipley, nr Bradford, Grocers Bradford Pet July 9 Ord July 9
CLAYTON, WILLIAM, King st, Hammersmith, Doctor of Medicine High Court Pet July 9 Ord July 9
COLEGRAVE, RICHARD HILDEBRAND, Westcott sq, Hammersmith, Commercial Traveller High Court Pet July 11 Ord July 11
COLES, WILLIAM, Birmingham, Billiard Player Birmingham Pet July 11 Ord July 11
COLLINGS, FRANK, Lympham, Somersetshire, Milk Factor Bridgwater Pet July 10 Ord July 10
COX, WILLIAM, Walsall, Contractor Walsall Pet July 10 Ord July 10
DANOCKS, WALTER VINCENT, Goldhawk rd, Hammersmith, Dairyman High Court Pet June 25 Ord July 10
DAVIDSON, JOHN, Eastbourne, Gent Eastbourne and Lewes Pet June 26 Ord July 10
DEARLE, WILLIAM HENRY, Chichester, Contractor Brighton Pet July 9 Ord July 9
EVANS, EDMUND ROBERT, Barnmouth, Merionethshire, Grocer Aberystwith Pet July 2 Ord July 11
FAULCONER, HENRY, Haas, Essex, Farmer Hastings Pet July 9 Ord July 9
FAULKNER, ALFRED, Mare st, Hackney, Jeweller High Court Pet July 9 Ord July 9
FARNLEY, SAMUEL, Dewsbury, Yorks, Yarn Spinner Dewsbury Pet July 10 Ord July 10
FRAZER, JOSEPH, Holborn viaduct, Commission Agent High Court Pet June 8 Ord July 20
FURNES, PERCY ELWYN, Colne, Lancashire, Clothiers' Assistant Burnley Pet July 11 Ord July 11
GARDNER, CHARLES ALAN, Torquay, Saddler Exeter Pet July 10 Ord July 10
GRAKE, CHARLES HENRY STEVENS, St Margaret, Norfolk, Postmaster Great Yarmouth Pet July 9 Ord July 9
GLAZIER, FRANK, South rd, New Wimbledon, Carman Kingston, Surrey Pet July 10 Ord July 10

GODDARD, PHILIP, Laverstock, nr Salisbury, Fellmonger Salisbury Pet July 10
 Ord July 10
 HARDWICK, WILLIAM, Rawtenstall, Lancashire, Coal Dealer Blackburn Pet July 10
 Ord July 10
 HARRISON, JOSEPH, Wyton, Huntingdonshire, Clerk in Holy Orders Peterborough Pet July 11
 Ord July 11
 HICKMAN, THOMAS, Nottingham, Hosier Nottingham Pet July 9
 Ord July 9
 KNIGHT, DAN, and CYRIL PRICE, Garndiffaith, Mon, Grocers Newport, Mon. Pet July 11
 Ord July 11
 LEECH, ALFRED EDWARD, Buckhurst Hill, Essex, Grocer's Assistant Chelmsford Pet July 9
 Ord July 9
 LUSTY, WILLIAM, Spencer st, Limehouse, Timber Merchant High Court Pet July 9
 Ord July 9
 MITCHINSON, WILLIAM, Potto, nr Northallerton, Farmer Stockton on Tees and Middlesborough Pet July 9
 Ord July 9
 MORRIS, PETER, Oldham, Coal Dealer Oldham Pet July 10
 Ord July 10
 NEAL, THOMAS BRISTOW, Bridgend, Glamorganshire, Draper Cardiff Pet July 9
 Ord July 9
 NEWMAN, GEORGE, Stratford under the Castle of Old Sarum, Wilts, Carpenter Salisbury Pet July 7
 Ord July 7
 NUTTALL, JOHN, Southwell, Nottinghamshire, Butcher Nottingham Pet July 9
 Ord July 9
 OLLSON, SAMUEL, Anglesey, Huntsman Bangor Pet July 9
 Ord July 9
 PARKER, ALEXANDER SOLOMON, Artillery street, Spitalfields, Barman High Court Pet July 9
 Ord July 9
 PARKER, JOHN, Lydney, Gloucestershire, House Painter Newport, Mon. Pet July 6
 Ord July 6
 PEARMAN, JAMES, Balsall Heath, Birmingham, Butcher Birmingham Pet June 26
 Ord July 10
 PICKLES, JAMES, Colne, Lancashire, out of business Burnley Pet July 11
 Ord July 11
 PREECE, THOMAS LEWIS, and GEORGE LEWIS PREECE, Monmouth, Coachbuilders Newport, Mon. Pet July 6
 Ord July 6
 REVELL, WILLIAM, York, Tailor York Ord July 8 Pet July 9
 ROBINSON, WILLIAM, Darlington, Solicitor Stockton on Tees and Middlesborough Pet June 29
 Ord July 10
 SMITH, GEORGE POTTER, Ipswich, Painter Ipswich Pet July 6
 Ord July 6
 SMITH, HERBERT, Walthamstow, Tea Merchant High Court Pet June 22
 Ord July 9
 SNELLING, JAMES WILLIAM, Winchester, Farmer Winchester Pet July 10
 Ord July 10
 STEWART, HENRY, Newcastle on Tyne, Provision Merchant Newcastle on Tyne Pet July 11
 Ord July 11
 SUMMERS, GEORGE, Blyth, Northumberland, Licensed Victualler Newcastle on Tyne Pet July 10
 Ord July 10
 SWAFFER, JOHN, Dunkirk, Kent, Blacksmith Canterbury Pet July 9
 Ord July 9
 WALKER, THOMAS, Darlington, Furniture Agent Stockton on Tees and Middlesborough Pet July 7
 Ord July 7
 WATTS, GEORGE FREDERICK, Commercial rd, Stepney, Goods Dealer High Court Pet July 9
 Ord July 9
 WHITE, JOHN HIGGINS, Manchester, Licensed Victualler Manchester Pet Pet June 22
 Ord July 11

RECEIVING ORDER RESCINDED.

YOUNG, WILLIAM HENRY, Holloway, Butcher High Court Ord May 16 Rescinds July 10

FIRST MEETINGS.

ANDEROLI, EMILE, Loughborough pk, Gent July 20 at 11 33, Carey st, Lincoln's Inn
 ANSELL, LAWRENCE, Middle row, Knightsbridge, Clothier July 20 at 2.30 33, Carey st, Lincoln's Inn
 BRIGHT, WILLIAM, St Thomas the Apostle, Devon, Builder July 21 at 11 Off Rec, 13, Bedford circus, Exeter
 BROWN, GEORGE, Dudley, Worcestershire, General Dealer July 25 at 11 Cannon st Hotel
 BROWN, JOHN, & Co. Hyde, Builders July 24 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
 BUCKLE, BENJAMIN, Leeds, Moulder July 23 at 11 Off Rec, 22, Park row, Leeds
 COLLINS, CHARLES, Wharfedale rd, King's cross, Baker July 20 at 12 33, Carey st, Lincoln's Inn
 DRAKE, WILLIAM FRANKLIN, Weedon Beck, Northamptonshire, Shopkeeper July 21 at 2 County Court Northampton
 DREW, THOMAS HARRIS, Dunley, Worcestershire, Auctioneer July 20 at 12.30 Miller Corbett, Solicitor, Kidderminster
 ENGLAND, JOHN, Salford, Lancs, Mineral Water Manufacturer July 28 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
 FIELD, HENRY, and FREDERICK BUTCHER, Regent st, Booksellers July 20 at 12.30 Bankruptcy bldgs, Lincoln's Inn fields
 GARDNER, CHARLES ALAN, Torquay, Saddler July 24 at 11 Off Rec, 13, Bedford circus, Exeter
 GODDARD, PHILIP, Laverstock, nr Salisbury, Fellmonger July 24 at 3 Off Rec, Salisbury
 GOULSTON, EDMUND, and GEORGE EDMUND GOULSTON, Elmer's End, Anerley, Mat Manufacturers July 20 at 10.30 Bankruptcy bldgs, Lincoln's Inn fields
 GRANT, JOSEPH, Tipton, Baker July 27 at 10.15 Off Rec, Dudley
 GRANT, PETER, Liverpool, Provision Merchant July 24 at 12 Off Rec, 35, Victoria st, Liverpool
 HAINES, FREDERICK CHARLES, New Swindon, Clerk July 20 at 1.30 Off Rec, 32, High st, Swindon
 HARVEY, G. Brighton, Widow July 20 at 12 Off Rec, 4, Pavilion buildings, Brighton
 INGRAM, JAMES, Leicester, Tailor July 20 at 12.30 23, Friar lane, Leicester
 JENKINS, GEORGE, Tipton, out of business July 23 at 12 Off Rec, Wolverhampton
 LEECH, ALFRED EDWARD, Buckhurst Hill, Essex, Grocer's Assistant July 25 at 11 Shirehall, Chelmsford
 LUCIF, EDWARD FRANCIS, Manchester, Tailor July 28 at 12 Off Rec, Ogden's chbrs, Bridge st, Manchester
 MORRIS, RICHARD, Llansilin, Denbighshire, Farmer July 20 at 4.45 Queen's Hotel, Oswestry
 NEWMAN, GEORGE, Stratford under the Castle of Old Sarum, Wilts, Carpenter July 10 at 3 Off Rec, Salisbury
 PARKER, JOHN, Lydney, Gloucestershire, House Painter July 20 at 12 Off Rec, 12, Tredegar pl, Newport, Mon
 PHILLIPS, THOMAS, Wavertree, nr Liverpool, Oyster Merchant July 24 at 2 Off Rec, 35, Victoria st, Liverpool
 REVELL, WILLIAM, York, Tailor July 25 at 1 Off Rec, York
 ROBERTS, JOHN, Patricroft, Lancashire, Builder July 24 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
 ROWLEY, THOMAS, Bewdley, Worcestershire, Grocer July 20 at 12 Miller Corbett, Solicitor, Kidderminster
 SCRAAG, MARTIN, Ashton under Lyne, Cotton Spinner July 28 at 3 Off Rec, Ogden's chbrs, Bridge st, Manchester

SINNOTT, PETER, New Ferry, Cheshire, Fish Dealer July 20 at 11.30 Court house, Upper Bank st, Warrington
 SMITH, GEORGE POTTER, Ipswich, Painter July 23 at 12 Off Rec, Ipswich
 Rec, Pink lane, Newcastle on Tyne
 SMITH, JOHN, Leeds, Corn Miller July 24 at 3.30 Off Rec, 22, Parkrow, Leeds
 STEWART, HENRY, Newcastle on Tyne, Provision Merchant July 25 at 11 Off Rec, Pink lane, Newcastle on Tyne
 SUMMERS, GEORGE, Blyth, Northumberland, Licensed Victualler July 24 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
 SWAFFER, JOHN, Dunkirk, Kent, Blacksmith July 20 at 9.30 32, St George's st, Canterbury
 UNSWORTH, EDWIN, Todmorden, Grocer July 23 at 3.15 Queen's Hotel, Todmorden
 VOWLES, WILLIAM, Nottingham, Hosier July 20 at 12 Off Rec, 1, High pavement, Nottingham
 WOODWARD, JOHN, Halifax, Hay Dealer July 21 at 11 Off Rec, Halifax

ADJUDICATIONS.

ATWELL, HENRY GEORGE, High st, Kingsland, Draper High Court Pet June 11
 Ord July 11
 BARRETT, WILTON, Inverness ter, Hurlingham lane, Fulham, Gent High Court Pet July 9
 Ord July 11
 BREARLEY, WILLIAM, Halifax, Machine Maker Halifax Pet July 3
 Ord July 9
 BRIGHT, WILLIAM, St Thomas the Apostle, Devon, Builder Exeter Pet July 7
 Ord July 7
 BURNETT, JOHN, Leeds, Cab Proprietor Leeds Pet July 11
 Ord July 11
 CLAYTON, WILLIAM, King st, Hammersmith, M.D. High Court Pet July 9
 Ord July 11
 COCKROFT, JOHN, Halifax, Machine Maker Halifax Pet July 6
 Ord July 9
 COX, WILLIAM, Walsall, Masonry Contractor Walsall Pet July 10
 Ord July 11
 EDWARDS, JOHN, Heathfield, Sussex, Higgler Eastbourne and Lewes Pet July 2
 Ord July 7
 FAULNER, ALFRED, Mare st, Hackney, Jeweller High Court Pet July 9
 Ord July 11
 FINDLAY, WILLIAM, Brighton, Baker Brighton Pet May 31
 Ord July 10
 FLECKNOE, HENRY WILSON, Newcastle on Tyne, Cowkeeper Newcastle on Tyne Pet June 16
 Ord July 10
 FURNESS, EMILY ELWYN, Colne, Clothier's Assistant Burnley Pet July 9
 Ord July 11
 GARDNER, CHARLES ALAN, Torquay, Saddler Exeter Pet July 10
 Ord July 10
 GARRATT, CHARLES, Balsall Heath, Worcestershire, Painter Birmingham Pet June 18
 Ord July 11
 GLEDHILL, WILLIAM HENRY, Halifax, Temperance Hotel Keeper Halifax Pet July 3
 Ord July 9
 GOULD, HENRY WILLIAM, Southall, Contractor Windsor Pet March 28
 Ord June 28
 GRIFFITHS, DAVID, Llanllwchaearn, Montgomeryshire, Coal Dealer Newtown Pet June 21
 Ord July 6
 HARDWICK, WILLIAM, Rawtenstall, Lancashire, Coal Dealer Blackburn Pet July 10
 Ord July 10
 HINDER, HENRY, Cheltenham, Commission Agent Cheltenham Pet July 5
 Ord July 9
 KINMONT, EUPHEMIA, and JAMES KIDD, Canterbury, Nurserymen Canterbury Pet June 16
 Ord July 10
 KRAMERICH, ABEL, Manchester, Fent Dealer Manchester Pet Jun 5
 Ord July 11
 LEECH, ALFRED EDWARD, Buckhurst Hill, Essex, Grocer's Assistant Chelmsford Pet July 9
 Ord July 9
 MITCHINSON, WILLIAM, Potto, nr Northallerton, Farmer Stockton on Tees and Middlesborough Pet July 9
 Ord July 9
 NEAL, THOMAS BRISTOW, Bridgend, Draper Cardiff Pet July 9
 Ord July 9
 NUTTALL, JOHN, Southwell, Nottinghamshire, Butcher Nottingham Pet July 9
 Ord July 11
 OLLSON, SAMUEL, Anglesey, Huntsman Bangor Pet July 9
 Ord July 9
 PARKER, ALEXANDER SOLOMON, Artillery st, Spitalfields, Barman High Court Pet July 9
 Ord July 9
 PARKER, JOHN, Lydney, Gloucestershire, House Painter Newport, Mon Pet July 6
 Ord July 6
 PICKLES, JAMES, Colne, Lancs, out of business Burnley Pet July 9
 Ord July 11
 ROBINSON, WILLIAM, Darlington, Solicitor Stockton on Tees and Middlesborough Pet June 29
 Ord July 10
 SINNOTT, PETER, New Ferry, Cheshire, Fish Dealer Warrington Pet June 21
 Ord July 10
 SMITH, GEORGE POTTER, Ipswich, Painter Ipswich Pet July 6
 Ord July 6
 SUMMERS, GEORGE, Blyth, Northumberland, Licensed Victualler Newcastle on Tyne Pet July 10
 Ord July 10
 UNDERWOOD, ALFRED, Eccleston st, Pimlico, Dealer in Works of Art High Court Pet Apr 25
 Ord July 9
 WATTS, GEORGE FREDERICK, Commercial rd, Stepney, Goods Dealer High Court Pet July 9
 Ord July 9
 WHITEHEAD, GEORGE, Northampton, Clerk in Holy Orders Northampton Pet June 12
 Ord July 9
 WOODWARD, JOHN, Halifax, Hay Dealer Halifax Pet July 7
 Ord July 10

London Gazette.—TUESDAY, July 17.

RECEIVING ORDERS.

BAKER, ARTHUR, Landport, Hauts, Confectioner Portsmouth Pet July 12
 Ord July 12
 BEANSON, JOHN, Scagglethorpe, Yorks, Farmer Scarborough Pet July 3
 Ord July 14
 BRANLEY, FREDERICK, Leicester, Plasterer Leicester Pet July 14
 Ord July 14
 BROWN, ALICE STUART, Ramsgate, Widow Canterbury Pet June 6
 Ord July 13
 BRUNSKILL, MATTHEW, Barrow in Furness, Grocer Ulverston and Barrow in Furness Pet July 12
 Ord July 12
 CHAPMAN, JOHN, Leeds, Boot Finisher Leeds Pet July 14
 Ord July 14
 COHEN, ISAAC, Manchester, Cabinet Maker Manchester Pet July 14
 Ord July 14
 CROWLEY, CHARLES FREDERICK, Paternoster row, Commission Agent High Court Pet July 14
 Ord July 14
 DAVIES, EVAN, Llaniwrst, Denbighshire, Farmer Portmadoc and Blaneau Festiniog Pet July 13
 Ord July 13
 DUCKETT, WILLIAM EDWARD, Ramsgate, Cycle Agent Canterbury Pet July 13
 Ord July 13
 FISH, GEORGE DOLPHIN, Chesterton, Cambs, Fishmonger Cambridge Pet July 13
 Ord July 13
 GALE, WILLIAM E, Fleet st, Journalist High Court Pet June 11
 Ord July 14
 GOOCH, THOMAS HAKEN, Gracechurch st, Ironmonger High Court Pet July 13
 Ord July 13
 GRAY, JOSEPH, Lincoln, Horse Dealer Lincoln Pet July 12
 Ord July 12
 GLAZEBROOK, JOHN HENRY, the younger, Shereham, Butcher Brighton Pet July 14
 Ord July 14

GREENGRASS, JAMES WILLIAM, High st, Woolwich, Stevedore's Foreman High Court Pet July 11 Ord July 11
 HALL, HENRY, Liverpool, Licensed Victualler Liverpool Pet July 12 Ord July 12
 HARRIS, FRANCIS COLEMAN, Luton, Straw Hat Manufacturer Luton Pet July 13 Ord July 13
 HENRY, JOSEPH, Hookley, Nottingham, General Dealer Nottingham Pet July 13 Ord July 13
 JAMES, DAVID, New Quay, Cardiganshire, Grocer Aberystwith Pet July 12 Ord July 12
 JONES, ALFRED, Northampton, Currier Northampton Pet July 14 Ord July 14
 KINGSTON, ARTHUR, Willenhall, Staffordshire, Butcher Wolverhampton Pet July 13 Ord July 13
 LAMONT, the Hon. GEORGE, Hill st, Berkeley sq, Gent High Court Pet May 17 Ord July 13
 LAYTON, SAMUEL, Great Yarmouth, Fish Merchant Great Yarmouth Pet July 13 Ord July 13
 MANNING, JOHN, West Harding st, Printer High Court Pet June 8 Ord June 8
 PALMER, ROBERT, Cocking, Essex, Engineer Chelmsford Pet July 12 Ord July 12
 PIKE, ARTHUR, Ilstock, Leicestershire, Mason Leicester Pet July 11 Ord July 11
 PRICE, EDWARD JONES, St Harman, Radnorshire, Farmer Newtown Pet June 12 Ord July 12
 RILEY, WILLIAM ALLEN, Lichfield, Farmer Walsall Pet July 14 Ord July 13
 ROBINSON, JAMES, Southsea, Tailor Portsmouth Pet July 13 Ord July 13
 SAMWELLS, THOMAS, Harpenden, Herts, Builder St Albans Pet July 14 Ord July 14
 SHEPHERD, EMILY, Fenny Stratford, Bucks, Confectioner Northampton Pet July 14 Ord July 14
 TOWNSEND, HARRY, Milton st, Cripplegate, Warehouseman High Court Pet July 12 Ord July 12
 TUCKER, LOUISA THEODORA, Swindon, Spinster Swindon Ord July 11
 WAGNER, FREDERICK, Pontefract, Butcher Wakefield Pet July 11 Ord July 11
 WARD, WILLIAM GEORGE, Bawtry, Yorks, Tailor Sheffield Pet July 12 Ord July 12
 WEBBER, GEORGE, Hove, Builder Brighton Ord July 13
 WHITFIELD, THOMAS FRANCIS, Brighton, Publican Brighton Pet July 12 Ord July 12

RECEIVING ORDER RESCINDED.

CAREWATERS, ROBERT, Liverpool, Milk Dealer Liverpool Ord May 17 Resc July 13

FIRST MEETINGS.

BAKER, ARTHUR, Landport, Confectioner July 25 at 3 168, Queen st, Portsea
 BLADES, RICHARD, Hooley Hill, Lancashire, Hat Peak Manufacturer July 26 at 2 Townhall, Ashton under Lyne
 BRITTON, R., Chalgrave rd, Morning lane, Hackney, Carman July 24 at 2.30 33, Carey st, Lincoln's inn
 BURTON, LEONARD, and LUKE BROUGHTON, Shipley, nr Bradford, Grocers July 26 at 11 Off Rec. 31, Manor row, Bradford
 CHAPMAN, WILLIAM, Horncastle, Bootmaker July 25 at 12 Off Rec. 31, Silver st, Lincoln
 COGSWELL, JAMES, Purley, Surrey, Builder's Foreman Aug 1 at 1 109, Victoria st, Westminster
 COLLINGS, FRANK, Lymington, Somersetshire, Milk Factor July 25 at 11 George Hotel, Highbridge
 COX, WILLIAM, Walsall, Contractor Aug 1 at 11.15 Off Rec, Walsall
 DEARLE, WILLIAM HENRY, Chichester, Contractor July 25 at 12 Bankruptcy bldgs, Lincoln's inn
 ELSWORTH, FRANCIS, Kingston upon Hull, Commission Agent July 27 at 12 Off Rec, Trinity House lane, Hull
 FAULCONER, HENRY, Hove, Farmer July 24 at 2 County court, Bank bldgs Hastings
 FAWCETT, WILLIAM, New Cavendish st, Portland pl, Poultry Salesman July 25 at 11 Bankruptcy bldgs, Lincoln's inn
 FRANKLEY, SAMUEL, Dewsbury, Yorks, Yarn Spinner July 24 at 3 Off Rec, Bank chhrs, Batley
 FISH, GEORGE DOLPHIN, Chesterton, Cambridgeshire, Fishmonger July 30 at 12 Off Rec. 5, Petty Cury, Cambridge
 FISHER, EMILY GEORGIANA, Brigstock rd, Thornton Heath, Widow July 30 at 3 109, Victoria st, Westminster
 GABROW, EDWARD, WIMPEY GABROW, address unknown, Gent July 26 at 12 33, Carey st, Lincoln's inn
 GOCH, JOHN, Vincent st, Canning Town, Beer Retailer July 24 at 12 33, Carey st, Lincoln's inn
 GREGORY, EDWARD TOWNSEND, Old Broad st, Assistant Secretary of Insurance Corporation, &c July 26 at 11 33, Carey st, Lincoln's inn
 HARDWICK, WILLIAM, Rawtenstall, Lancs, Coal Dealer July 24 at 2.45 Queen's Hotel, Rawtenstall
 HARRIS, FRANCIS COLEMAN, Luton, Straw Hat Manufacturer July 25 at 3.30 Off Rec, Park st West, Luton
 HARRISON, JOSEPH, Wyton, Hunts, Clerk in Holy Orders Aug 3 at 12 County Court, Peterborough
 HICKS, HIVEES, Savage gins, Tower hill, Merchant July 24 at 11 Bankruptcy bldgs, Lincoln's inn
 HICKMAN, THOMAS, Nottingham, Hosier July 24 at 11 Off Rec. 1, High pavement, Nottingham
 HODGES, BENJAMIN GIBSON, Milford, Pembroke, Draper July 24 at 11 Anderson's Hotel, Fleet st, London
 JOHNSON, THOMAS BORRADALE, Liverpool, Tea Dealer July 25 at 1 Off Rec. 35, Victoria st, Liverpool
 KITCHING, THOMAS, Green lanes, Draper July 25 at 11 33, Carey st, Lincoln's inn
 LANGHAM, HENRY, Gt Grimsby, Innkeeper July 25 at 12 Off Rec. 3, Haven st, Gt Grimsby
 MANNING, JOHN, West Harding st, Printer July 24 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 MARSDEN, DAVID, Middlesborough, Bricklayer July 26 at 11 Off Rec. 8, Albert rd, Middlesborough
 MITCHELL, JOHN, East Stonehouse, Draper July 25 at 11 10, Athenaeum terr, Plymouth
 MITCHINSON, WILLIAM, Pott, nr Northallerton, Farmer July 25 at 11.45 Golden Lion Hotel, Stokesley
 MORRIS, PETER, Oldham, Coal Dealer July 24 at 11 Off Rec, Priory chhrs, Union st, Oldham
 NEALE, JOHN CARTER, Edith villas, West Kensington, Furniture Dealer July 25 at 11 33, Carey st, Lincoln's inn
 NICHOLSON, WILLIAM, Lanchester, Durham, Auctioneer July 27 at 4.30 Three Tuns Hotel, Durham
 NUTTALL, JOHN, Southwell, Nottinghamshire, Butcher July 24 at 12 Off Rec. 1, High pavement, Nottingham
 PHILLIPS, MARGARET, Liverpool, Jeweller July 25 at 2 Off Rec. 35, Victoria st, Liverpool

PRENCE, THOMAS LEWIS, and GEORGE LEWIS PRENCE, Monmouth, Coach Builders July 25 at 11.30 Off Rec. 12, Tredegar pl, Newport, Mon
 PRICE, EDWARD JONES, St Harman, Radnorshire, Farmer July 24 at 1 Off Rec, Landloose
 ROBINSON, JAMES, Southsea, Tailor July 25 at 3.30 166, Queen st, Portsea
 ROBINSON, WILLIAM, Darlington, Solicitor July 27 at 11 North-Eastern Hotel, Darlington
 SMITH, WILLIAM, Lincoln, Tobaccoist July 25 at 12 Off Rec. 31, Silver st, Lincoln
 SKELLING, JAMES WILLIAM, Winchester, Farmer July 24 at 2 George Hotel, Winchester
 SOULE, GEORGE ROBERT, Kingston upon Hull, out of business July 27 at 11 Off Rec, Trinity House lane, Hull
 STREDS, JOHN PLEYSTER, Strand, Publisher July 25 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
 STEVENSON, THOMAS WILLIAM, Middlesborough, Accountant July 26 at 11.30 Off Rec. 8, Albert rd, Middlesborough
 STOREY, ABRAHAM, Cross rd, Lower Clapton, Clerk July 25 at 11 33, Carey st, Lincoln's inn
 THOMAS, THOMAS, Aber-Rhondda, nr Porth, Glamorganshire, Smith July 31 at 12 Court house, Pontypridd
 TODD, JOHN, Norfolk rd, Essex rd, Islington, Bag Maker July 25 at 12 33, Carey street, Lincoln's inn
 WALKER, OLDFHAM, Gate Burton, Lincolnshire, Farmer July 25 at 12.30 Off Rec, 31, Silver st, Lincoln
 WALKER, THOMAS, Darlington, Furniture Agent July 27 at 11 North Eastern Hotel, Darlington
 WHITE, JOHN HIGGINS, Manchester, Licensed Victualler July 25 at 11 Off Rec, Ogden's chmbrs, Bridge st, Manchester
 WIDBERLEY, EDWARD, and GEORGE ELLIS, Liverpool, Paper Hangers July 25 at 3 Off Rec. 35, Victoria st, Liverpool

ADJUDICATIONS.

BAKER, ARTHUR, Landport, Hants, Confectioner Portsmouth Pet July 12 Ord July 12
 BENKE, LOUIS, Stoke Newington rd, Watchmaker High Court Pet June 14 Ord July 13
 BEVELL, WILLIAM, York, Tailor York Pet July 3 Ord July 13
 BLADES, RICHARD, Hooley Hill, Lancs, Hat Peak Manufacturer Ashton under Lyne and Stalybridge Pet June 27 Ord July 13
 BRAMLEY, FREDERICK, Leicester, Plasterer Leicester Pet July 14 Ord July 14
 BRUNSKILL, MATTHEW, Barrow in Furness, Grocer Ulverston and Barrow in Furness Pet July 12 Ord July 13
 BURTON, LEONARD, and LUKE BROUGHTON, Shipley, nr Bradford, Grocers Bradford Pet July 7 Ord July 12
 CHAPMAN, JOHN, Leeds, Boot Finisher Leeds Pet July 14 Ord July 14
 COLLINGS, FRANK, Lymington, Somersetshire, Milk Factor Bridgewater Pet July 9 Ord July 14
 DANIEL, JAMES NEWTON, Southwark park rd, Baker High Court Pet May 24 Ord July 12
 DEAL, GUSTAVE, Baalbec rd, Highbury, Jeweller High Court Pet July 4 Ord July 12
 DOWN, JOHN, and FREDERICK DOWN, Tavistock, Devon, Coach Builders East Stonehouse Pet June 25 Ord July 13
 DUCKETT, WILLIAM EDWARD, Ramsgate, Cycle Agent Canterbury Pet July 11 Ord July 13
 DUNSCOMBE, MATTHEW WILLIAM, Redland, Bristol, Optician Bristol Pet June 23 Ord July 12
 ELDRIDGE, LEVI, Ventnor, I W, Dealer in Boots Newport and Ryde Pet June 23 Ord July 13
 ELLIS, JOHN, Marsh, nr Huddersfield, Gardener Huddersfield Pet June 27 Ord July 13
 EVANS, EDMUND ROBERT, Barmouth, Merionethshire, Grocer Aberystwith Pet July 2 Ord July 13
 FISH, GEORGE DOLPHIN, Chesterton, Cambridgeshire, Fishmonger Cambridge Pet July 13 Ord July 14
 GRAKE, CHARLES HENRY STEVENS, Ormesby St Margaret, Norfolk, Postmaster Great Yarmouth Pet July 9 Ord July 14
 GLAZEBROOK, JOHN HENRY, jun, Shoreham, Butcher Brighton Pet July 13 Ord July 14
 GLAZIER, FRANK, South rd, New Wimbledon, Carman Kingston, Surrey t July 10 Ord July 12
 GODDARD, PHILIP, Laverstock, nr Salisbury, Fellmonger Salisbury Pet July 10 Ord July 13
 GOODE, JOHN, Leicester, Boot Manufacturer Leicester Pet May 26 Ord July 13
 GRANT, PETER, Liverpool, Merchant Liverpool Pet July 4 Ord July 13
 GRAY, JOSEPH, Lincoln, Horse Dealer Lincoln Pet July 12 Ord July 13
 GREENGRASS, JAMES WILLIAM, High st, Woolwich, Stevedore's Foreman High Court Pet July 11 Ord July 14
 GRIMES, JOHN WILLIAM, Birmingham, Tailor Birmingham Pet June 13 Ord July 12
 HALL, HENRY, Liverpool, Licensed Victualler Liverpool Pet July 12 Ord July 12
 HANCOCK, JOSEPH, Northampton, Shoe Manufacturer Northampton Pet May 17 Ord July 12
 HANSON, LUTHER, Halifax, Engineer Halifax Pet June 23 Ord July 13
 HARRISON, JOSEPH, Wyton, Huntingdonshire, Clerk in Holy Orders Peterborough Pet July 11 Ord July 13
 INGRAM, JAMES, Leicester, Tailor Leicester Pet July 4 Ord July 12
 JAMES, DAVID, New Quay, Cardiganshire, Grocer Aberystwith Pet July 12 Ord July 12
 JONES, ALFRED, Northampton, Currier Northampton Pet July 14 Ord July 14
 KEMP, SIDNEY, Ryde, I W, Carpenter Newport and Ryde Pet June 9 Ord July 12
 LUSTY, WILLIAM, Spencer st, Limehouse, Timber Merchant High Court Pet July 9 Ord July 12
 MANNING, JOHN, West Harding st, Printer High Court Pet June 8 Ord June 11
 MORRIS, PETER, Oldham, Coal Dealer Oldham Pet July 9 Ord July 11
 ORMAN, WALTER CHARLES, Newport, I W, Painter Newport and Ryde Pet June 30 Ord July 6
 PEARMAN, JAMES, Birmingham, Butcher Birmingham Pet June 26 Ord July 12
 PULIAN, WILLIAM HENRY, Moorgate st, Merchant High Court Pet April 13 Ord July 13
 ROBINSON, JAMES, Southsea, Tailor Portsmouth Pet July 13 Ord July 13
 ROBINSON, SAMUEL, Wigston Magna, Leicestershire, Clerk in Holy Orders Leicester Pet June 2 Ord July 13
 SHEPHERD, EMILY, Fenny Stratford, Buckinghamshire, Confectioner Northampton Pet July 14 Ord July 14
 BREWART, RAYNHAM, Gt Tower st, Tea Dealer High Court Pet May 4 Ord July 12
 TOWNLEY, JOHN, Blackburn, Tobaccoist Blackburn Pet June 7 Ord July 12

WHITE, JOHN HIGGINS, Manchester, Licensed Victualler Manchester Pet
June 22 Ord July 13
WIGLEY, ALEXANDER FRANCIS, Bransby rd, Horne Hill, Builder High Court
Pet June 14 Ord July 13

SALES OF ENSUING WEEK.

July 24.—Messrs. BEAN, BURNETT, & ELDERIDGE, at the Mart, E.C., Freehold Ground-rent (see advertisement July 14, p. 4).
July 25.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 2 p.m., Freehold and Leasehold Properties. Debenture Stocks, and Reversionary Mortgage (see advertisement this week, p. 4).
July 25.—Messrs. ROGERS, CHAPMAN, & THOMAS, at the Mart, E.C., Freehold Residential Estate (see advertisement July 7, p. 604).
July 26.—Messrs. BAKER & SON, at the Mart, at 2 p.m., Freehold and Leasehold Investments and Absolute Reversion (see advertisement this week, p. 2).
July 26.—Messrs. DANIEL WARNEY & SONS, at the Mart, E.C., at 2 p.m., Freehold Building Site and Freehold Residence (see advertisement July 14, p. 4).
July 26.—Messrs. FAREBROTHER, ELLIS, CLARK, & CO., at the Mart, E.C., at 2 p.m., Freehold Ground-rents (see advertisement July 7, p. 603).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.
CORRIE.—July 15, at Sunderland-terrace, Westbourne-park, the wife of Edward Knowles Corrie, barrister, of a son.
FREEMAN.—July 16, at Staines, the wife of John Robert Freeman, of Lincoln's-inn, barrister-at-law, of a daughter.
HOLMES.—July 13, at Barnard Castle, the wife of J. Hanby Holmes, solicitor, of a son.
ROSS.—July 13, at Dublin, the wife of John Ross, barrister-at-law, of a son.
STUDD.—July 11, at 130, Queen's-gate, the wife of Edward F. Studd, barrister-at-law, of a daughter.

DEATHS.
HANCOCK.—July 10, in Scotland, W. Neilson Hancock, Q.C., of Dublin, aged 68.
PITT-TAYLOR.—July 17, at Eccleston-square, Judge Pitt-Taylor, aged 76.

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